Summary Board of Directors Meeting Minutes - September 13, 2021	
Attendance - In-person	
Attendance - Virtual	
Presenter Contract - Fennimore Consulting	
ECI Change Order PC06 DTSD - Opening C115B Hardware	
ECI Change Order PC08 DTSD - Instusion Panels Keypads	
ECI Change Order PC09 DTSD - Access Cards	
ECI Change Order PC10 DTSD Rev2 - Rewire Access Control Doors	
Assessment Appeal - Proposed Stipulation Agreement 24-029-004	
Service Agreement Title 1 - CAIU - DTSD	
Delegate CAIU 8.26.21 BOD HIGHLIGHTS	
Delegate CAIU 8.26.2021 ED report	

Derry Township School District Board of Directors Meeting September 13, 2021 Summary Minutes - VI

1. OPENING ITEMS

1.a. Call to Order

Minutes

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

1.b. Roll Call

Minutes

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

Members Absent: None

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

Solicitor: William Zee

Staff/Public in Attendance In-Person: Christine Drexler, Sarah Karpel, Rebecca Kessler, Cristi Parker, Laurie Petersen, Jason Reifsnyder, Aaron Shuman, Lisa Sviben Miller, and Dave Sweigert

Staff/Public in Attendance Virtually: Heather Adams, Philip Ayala, Roseanne Ayala, Lisa Balanda, Mark Balanda, Alicia Bohn, Brian Boltz, Catherine Burys, Kaitlin Christ, Steve Coulter, Michael Davies, Michelle Davies, Alexandria DeCicco, Kat English, Katherine English, Kelly English, Anna Gawel, Scott Alan Godoy, Brian Goode, Chris Grudi, Scott Harman, Colby Hollinger, Callie Howells, Cindy Jackson, Melissa Kaminski, Heather Krahling, Olivia Lewis, Kim O'Connell, Brooke Petersen, Cory Schaffer, Stephanie Shaw, Angie Shipper, Jaime Smith, Tim Smith, Heidi Stine, Kimberly Sullivan, Peggy Taylor, Laurie Wade, Christine Weaber, Ben Wilhelm, and one by phone.

Press in Attendance: None

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 Dr. Cronin, 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:

- Legal Matters
- Matters of Personnel
- Contracts
- Consultation with attorney or other professional advisers

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 registered individually with your first and last name. Once recognized and unmuted, 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:

None

2.c. Standing Committee Meeting Report

Minutes

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

- Welcome Dr. Shuman
- Goals and Procedures
- ESSER Learning Loss Plan
- Speaker Italian American History

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

- New Policy on Threat Assessment approved to go to the full board for review and approval
- Several policies with revisions approved to go to the full board for review and approval

2.d. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 316 submissions during the month of August.

2.e. 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 September 13, 2021 Board of Directors Summary Minutes
- 2. Casting of Votes for PSBA Association Officers 2022
- 3. Intersectional Feminist Club
- 4. MOU Joy of Sports
- Safety and Security Project Elementary/ECC

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. Sicher and a second by Mrs. Memmi 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 Requests 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: Girls on the Run

September 20 - November 18, 2021

Date/Time:

Monday - Thursday, 3:45-5:15 p.m.

Requested Facility: Elementary Lobby & Hallways

Event: Running Program Designed for Girls Grades 3-5

Fee: None

Group: Hershey Girls Softball Association

September 14 - October 29, 2021

Date/Time:

Monday - Friday, 5:00 p.m. - 9:00 p.m.

Requested Facility: South Softball Field

Event: Softball Practices & Games

Fee: None

Group: HHS Field Hockey

Date/Time: Sunday, October 24, 2021 12:00 p.m. -5:00 p.m.

Requested Facility: 322 Turf Field

Event: End of Year Jamboree for Hershey Youth Field

Hockey Association

Fee: None

Group: Hershey Youth Field Hockey

Sunday, October 17 & 24, 2021

Date/Time:

12:00 p.m. - 5:00 p.m.

Requested Facility: MS Lower Field B

Event: Games & Jamboree for K-6th Graders

Fee: \$44.09 per hour (approximately \$529.08)

4.c. Approval of Field Trip/Excursions - Music Department Overnight Field Trips

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

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

Group:	Music Department
Number of Participating Students:	10
Grade Level:	9-12
Destination:	Eastern York HS 720 Cool Creek Road, Wrightsville, PA 17368
Purpose:	PMEA District 7 Orchestra Festival
Depart:	January 13, 2022
Return:	January 15, 2022
Trip Leader:	Mr. Buterbaugh

Group:	Music Department			
Number of Participating Students:	15			
Grade Level:	9-12			
Destination:	Cedar Cliff HS 1301 Carlisle Rd. Camp Hill, PA 17011			
Purpose:	PMEA District 7 Band Festival			
Depart:	January 27, 2022			
Return:	January 29, 2022			
Trip Leader:	Mr. Buterbaugh			
Group:	Music Department			
Number of Participating Students:	5			
Grade Level:	6-12			
Destination:	TBA			
Purpose:	PMEA Central Region Orchestra			
Depart:	February 24, 2022			
Return:	February 26, 2022			
Trip Leader:	Mr. Buterbaugh			
Group:	Music Department			
Number of Participating Students:	8			
Grade Level:	6-12			
Destination:	TBA			
Purpose:	PMEA Region V Band			
Depart:	March 10, 2022			
Return:	March 12, 2022			
Trip Leader:	Mr. Buterbaugh			
Group:	Music Department			
Number of Participating Students:	3			

Grade Level:	6-12
Dover Area High School, 4500 Intermediate Av Dover, PA 17315	
Purpose:	PMEA District 7 Jazz Festival
Depart:	March 19, 2022
Return:	March 20, 2022
Trip Leader:	Mr. Brian Buterbaugh and Mr. Brandon Buterbaugh

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

Minutes

Following a motion by Mr. Abel and a second by Ms. Drew the Music Department overnight field trip/excursions were approved. Mr. Singer asked if under our current conditions, moderate, if the trip would be permitted - No.

5. NEW BUSINESS

5.a. Approval of Presenter Contract - Fennimore Consulting

The Administration recommends the Board approve the listed presenter contract:

Service Provider	Dates	Cost		
Fennimore Consulting	September, 2021 through October 11, 2021	\$1100.00		

Minutes

Following a motion by Mrs. Memmi and a second from Mrs. Sicher the listed presenter 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. Change Orders - ECI

The administration recommends the Board approve change orders 6, 8, 9 and 10 for the Safety and Security project in the total amount of \$35,340.

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi the ECI change orders were approved.

Vote Results

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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
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5.c. Assessment Appeal - Proposed Stipulation Agreement

The administration recommends the Board approve the attached stipulation agreement as it relates to the assessed value for property parcel number 24-029-004.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Assessment Appeal - Proposed Stipulation Agreement was approved.

Vote Results

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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
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5.d. Approval of Service Agreement with Capital Area Intermediate Unit (Title I)

The Administration recommends the Board approve the Title I Non-Public School Instructional Service Agreement with the Capital Area Intermediate Unit for the 2021-2022 School Year.

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi the Service Agreement with Capital Area Intermediate Unit (Title I) was approved.

Vote Results

7010 1100	VALL	
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. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Act 93:

Sweigert, David

Director of Technology District-wide

Reason: Retirement Effective: 09/24/2021

Classified:

Fischer, Jean Marie

Assistant Head Cook

High School

Reason: Personal

Effective: 09/17/2021

Kulbacki, Melissa

Food Service Worker

High School

Reason: Personal

Effective: 09/24/2021

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi 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.f. Personnel - General

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

Transfer of Act 93:

Ayala, Philip

From: Data Analyst/PIMS Administrator

District-wide

To: Director of Technology (replacing David Sweigert)

District-wide Act 93, Group 1 Salary: \$92,000

Effective: 09/27/2021

Transfer of Professional:

Hankey, Erin*

From: Speech Language Pathologist

Middle School

To: Speech Language Pathologist

High School

Effective: 08/23/2021 (retroactive)

Roberts, Erica*

From: Speech Language Pathologist

High School

To: Speech Language Pathologist Intermediate Elementary School Effective: 08/23/2021 (retroactive)

Classified

Graham, David* (replacing Glen Campeau)

Cafeteria/Recess Aide Early Childhood Center Level A: 3.0 hours per day Salary: \$15.06 per hour

Effective: 08/30/2021 (retroactive)

Hall, Kaitlyn (replacing Ryan Kelley)

Paraprofessional

Primary Elementary School Level A: 5.75 hours per day Salary: \$17.89 per hour

Effective: 09/08/2021 (retroactive)

Martinez, Luis* (replacing Ann Marie Car)

Cafeteria/Recess Aide Early Childhood Center Level A: 3.0 hours per day Salary: \$15.06 per hour

Effective: 08/30/2021 (retroactive)

Oyola, Seyde

Food Service Worker

Middle School

Level A: 4.0 hours per day Salary: \$14.38 per hour

Effective: 08/30/2021 (retroactive)

Rhoads, Angela* (replacing Laurie Petersen)

Cafeteria/Recess Aide Early Childhood Center Level A: 3.0 hours per day Salary: \$15.91 per hour

Effective: 08/30/2021 (retroactive)

Shupp, Nathan (replacing David Kramer)

Carpenter/Special Projects Buildings and Grounds Full-Time: 8.0 hours per day Salary: \$24.27 per hour Effective: 09/14/2021

Soles, Tammy* (New Position)

Seasonal/Substitute Bus Driver

District-wide As needed

Salary: \$21.33 per hour

Effective: 8/24/2021 (retroactive)

Torregrosa Cortes, Marilu (replacing Maranlleline Quiros)

Food Service Worker

High School

Level A: 4.0 hours per day Salary: \$14.38 per hour

Effective: 09/13/2021 (retroactive)

Watts, Sarah (replacing Daniel Werner)

Electrical Technician/Special Projects

Buildings and Grounds Full-Time: 8.0 hours per day Salary: \$28.02 per hour Effective: 10/01/2021

Wolfe, Marie* (New Position)

Seasonal/Substitute Bus Driver

District-wide As needed

Salary: \$22.33 per hour

Effective: 8/24/2021 (retroactive)

Transfer of Classified:

Bagnato, Shannon*

From: Paraprofessional Self-Contained Classroom

Early Childhood Center

To: Paraprofessional Self-Contained Classroom

Primary Elementary School Level B: 6.5 hours per day Salary: \$17.89 per hour

Effective: 08/30/2021 (retroactive)

Bomgardner, Michelle*

From: Paraprofessional Early Childhood Center To: Paraprofessional Primary Elementary School

Level A: 5.75 hours per day Salary: \$18.90 per hour

Effective: 08/30/2021 (retroactive)

Carricato, Adam*

From: Substitute Cafeteria/Recess Aide

District-wide

To: Paraprofessional (replacing Kimberly Yaremchak)

Middle School

Level A: 5.75 hours per day Salary: \$17.89 per hour

Effective: 08/30/2021 (retroactive)

Kelley, Ryan* (Denise Grudi)

From: Paraprofessional Primary Elementary School Level A: 5.75 hours per day

To: Paraprofessional Self-Contained Classroom (replacing Denise

Grudi)

Primary Elementary School Level B: 6.5 hours per day

Salary: \$17.89

Effective: 08/30/2021 (retroactive)

Petersen, Laurie*

From: Cafeteria/Recess Aide

Early Childhood Center

To: Substitute Cafeteria/Recess Aide

District-wide

Salary: \$13.25 per hour

Correction Effective: 09/10/2021 (retroactive)

Change in Hours for Classified Staff:

Burkhart, Tammy*

Cafeteria/Recess Aide Early Childhood Center

From: Level A: 4.0 hours per day To: Level A: 3.0 hours per day

Salary: \$17.22 per hour

Effective: 08/30/2021 (retroactive)

- 2. The Administration recommends the approval of the change in hours for the following bus drivers as attached.
- 3. The Administration recommends the extension of approval for the following personnel for the 2021 Summer Employment:

Burkhart, Tammy*

Summer Stockroom Help

District-wide

Up to 29 hours per week Salary: \$13.08 per hour

Extension Effective: 08/16/2021-08/17/2021 (retroactive)

Lachman, Brenda*

Summer Bus Custodian

Transportation

Up to 29 hours per week Salary: \$13.86 per hour

Extension Effective: 08/16/2021-08/26/2021 (retroactive)

Lewis, Cheryl*

Summer Bus Custodian

Transportation

Up to 29 hours per week Salary: \$14.67 per hour

Extension Effective: 08/16/2021-08/26/2021 (retroactive)

Petrewicz, Gary*

Summer Stockroom Help

District-wide

Up to 29 hours per week Salary: \$13.08 per hour

Extension Effective: 08/16/2021-08/17/2021 (retroactive)

Weaver, Clark*

Summer Bus Custodian

Transportation

Up to 29 hours per week Salary: \$13.08 per hour

Extension Effective: 08/16/2021-08/26/2021 (retroactive)

Limited Service Contract:

Stets, Alys*

Special Education Salary: \$1,000

Effective: 08/23/2021 (retroactive)

Turner, Mary*

SAT Fall Computer Supervisor 2 - HS

Group I, Step 5 Salary: \$1,067

Effective: 09/14/2021

- 4. The Administration recommends the approval of the Mentor List of the 2021-2022 school year as attached.
- 5. The Administration recommends the approval of the following request in accordance with District Policy 338.1:

Bohn, Alicia*

Kindergarten Teacher

Early Childhood Center

Compensated Professional Development Leave

Effective: 01/24/2022 through the end of the 2021-2022 school year

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

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Sicher, 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. CAIU

Minutes

Ms. Drew noted the CAIU report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

None of the Board Members had a report to share at this time.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Many thanks for a successful start to the year
- COVID portal available on the DTSD website
- Appreciation for Mr. Sweigert and best wishes in his future endeavors
- Welcome to Phil Ayala, new Director of Technology

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Citizen Advisors applications now being accepted on the website
- Thanks to the buildings staff and Administrators for a smooth and amazing back to school night
- Home Coming game and Cocoa Bean this Friday night with the parade prior
- Expressed her appreciation and value of staff for showing their dedication to the District

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:

- Laurie Petersen spoke to students not being offered mask breaks outside
- Christi Parker spoke to CRT

9. ADJOURNMENT

Minutes

The meeting was adjourned at 7:37 p.m. following a motion by Mrs. Memmi and seconded by Dr. Cronin.

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 September 27, 2021

Lindsay Drew (

Board President

Derry Township School District School Board Meeting September 13, 2021

Please Sign In AND Print Your Name					
Signature	Printed Name				
Daniel B Tradinick	Dan Tredinnick				
Signature	Printed Name				
Law Mketer	Laurie Petersen				
Signature	Printed Name				
Nilleakessly	RESELLA KESSUER				
Signature	Printed Name				
Cu	CRISH Parker				
Signature	Printed Name				
ence i	Mnon Preyde				
Signature	Printed Name				
Jesa M Sorber Meller	Lisa M. Sviben Miller				
Signature	Printed Name				
Signature	Printed Name				
Signam c	Trinea Panie				
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Signature	Printed Name				

Board Meeting Virtual Attendance, September 13, 2021
Heather Adams
Philip Ayala
Roseanne Ayala
Lisa Balanda
Mark Balanda
Alicia Bohn
Brian Boltz
Catherine Burys
Kaitlin Christ
Steve Coulter
Michael Davies
Michelle Davies
Alexandria DeCicco
Kat English
Katherine English
Kelly English
Anna Gawel
Scott Alan Godoy
Brian Goode
Chris Grudi
Scott Harman
Colby Hollinger
Callie Howells
Cindy Jackson
Melissa Kaminski
Heather Krahling
Olivia Lewis
Kim O'Connell
Brooke Petersen
Cory Schaffer
Stephanie Shaw
Angie Shipper
Jaime Smith
Tim Smith
Heidi Stine
Kimberly Sullivan
Peggy Taylor
Laurie Wade
Christine Weaber
Ben Wilhelm
and one by phone.

FENNIMORE CONSULTING

CONSULTANT/PRESENTER CONTRACT

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

I. Engagement

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

II. Term of Agreement

This Agreement shall become effective in September, 2021 through October 11, 2021 unless terminated in accordance with section IV.

III. Scope of Work

Consultant and its subcontractor(s) agree to provide one half day collaborative learning session on restorative practices with district SEL coaches and two 75-minute workshops each of the following topic (for a total of two workshops):

TOPIC #1

Fill in Title and description here...

"Restorative Practices in Educational Settings" is the title of this presentation.

Conflict is a part of every healthy relationship. In addition, conflict is a part of every classroom setting. Learning how to navigate, reflect upon, change behavior, and grow from conflict takes time and the application of specific skills. Presenter will introduce basic restorative practices as a manner to develop peace building in the classroom setting. Particular attention will be paid to a trauma informed lens for classroom expectations, explicit teaching of expectations, de-escalation strategies, the basics of running a classroom circle/meeting, and structured teacher-learner, teacher-caregiver,

teacher-teacher, teacher-administration, administration-learner, and administration-caregiver communication strategies for de-escalation, healthy communication, and restorative communication regarding learner needs.

IV. Cancellation

Either party reserves the right to cancel this Agreement with thirty (30) days written notice to the other party.

V. Compensation

- A. Client agrees to pay the Consultant a fee of \$1100 (all-inclusive).
- B. Payment for the services rendered per this Agreement will be due and payable upon receipt of the invoice.

VI. Independent Contractor Relationship

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

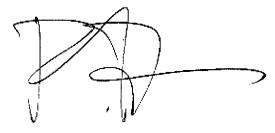
VII. Confidential Information

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

VIII. Indemnification

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

Please sign and date below and return this agreement to Robert Fennimore. Retain a copy for your files.



	8/11/21	
Robert Fennimore		

Derry Township School District

Stacy Winslow, Ed.D., Superintendent

9 13 21

Date

124 West Church Street Dillsburg, PA 17019 717-638-3000 717-638-3001 est fax 717-638-3002 pm fax

Pending Change Order:

Opening C115B Hardware

Submission Date: 2/23/2021

6

eciConstruction

Owner: Derry Township School District

30 A East Granada Avenue Hershey, PA 17033 Project:

20036. / Derry Township SD Buildings Safety & Security

30 East Granada Ave. Hershey, PA 17033

Scope of Work: Supply all labor, materials, & equipment to install door hardware at opening C115B per Revision R7.

Description	Est Units	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Opening C115B Hardware						
Install Hardware - eciConstruction	0.00	HRS	0.00	2.00	67.00	134.00
AG Mauro	0.00	LS	0.00	0.00	0.00	1,564.00
			Subtotal Item	1		1,698.00
Cost Typ	e Recap:					Amount
1 L:	abor					134.00
3 M	aterial					1,564.00
			Subtotal Item		_	1,698.00
		Overhea	d & Profit - Labor		15.00%	20.00
		Overhea	d & Profit - Material		10.00%	156.00
		Bond			1.00%	19.00
			Re	quested Tota	I For Item 1	1,893.00
		Total For	Change Order			1,893.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Derry Township School District	Submitted By: eciConstruction, LLC
Signed: Masur	Signed: William Blotme
By: Lindsay Drew	By: Bill Witmer
Date: 9/18/21	Date: _ 2/23/2021



THE A. G. MAURO COMPANY

580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17339 TELEPHONE: (717) 938-4671 FAX: (717) 938-2471

ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

Quote # H2797-R7

Date February 22, 2021

ECI CONSTRUCTION 124 W. CHURCH ST. DILLSBURG, PA 17019

ATTN: BILL WITMER

Job Name:

DERRY TWP SAFETY AND SECURITY

Job Location: HERSHEY, PA

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

REVISION R7

FURNISH HARDWARE FOR OPENING C115B

ADD \$1,475.00 PLUS TAX <u>88.50</u> TOTAL \$1,563.50

We are proceeding as directed. In absence of a formal change order, please sign and return this quotation in order to avoid delay in processing this order. No materials related to this change can be delivered until an executable change order has been received.

Terms No Retention-Net 30 Days

Quoted By John D. Donley

Finance charge of 1-1/4% per month.

JOHN D. DONLEY, AHC

will be applied on invoices after 60 days.

VICE PRESIDENT - PROJECT MANAGEMENT

All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.

COMPANY Denog Township Johns Rism

DATE OF ACCEPTANCE 9/13/21

8

Pending Change Order:



Intrusion Panels & Keypads

Submission Date: 6/21/2021

Owner: Derry Township School District

30 A East Granada Avenue Hershey, PA 17033

Project:

20036. / Derry Township SD Buildings Safety & Security

30 East Granada Ave. Hershey, PA 17033

Scope of Work:

Supply all labor, materials, & equipment to install intrusion panels and keypads per responses to RFI

40R1, RFI 43, and attached proposals.

Description	Est Un	its	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Intrusion Panels & Keypads							
Project Management		0.00	HRS	0.00	1.00	76.00	76.00
Coordination/Supervision		0.00	HRS	0.00	1.00	70.00	70.00
PSX Inc.		0.00	LS	0.00	0.00	0.00	7,275.00
				Subtotal Item	1		7,421.00
	Cost Type Recap:						Amount
1 1	1 Labor						146.00
	4 Subcontract						7,275.00
			5	Subtotal Item		_	7,421.00
			Overhead &	Profit - Labor		15.00%	22.00
			Overhead 8	Profit - Sub		5.00%	364.00
			Bond			1.00%	78.00
				Requ	ested Total F	or Item 1	7,885.00
			Total For Cl	nange Order		:	7,885.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Derry Township School District	Submitted By: eciConstruction, LLC
Signed: Mysum	Signed: William Bloting
By: Lindsay Dew	By: Bill Witmer

Date: 9/3/2/ Date: 6/21/2021



Philadelphia Pittsburgh Cleveland Tampa Denver

June 16, 2021 ECI Construction Bill Witmer

Project: Derry Intrusion Panels Derry Township School District 30 E Grenada Ave Hershey, PA 17033

RE: Bosch Keypads

Dear Bill,

Thank you for the opportunity to propose two (2) Bosch Intrusion Panels for the Derry Township School District.

For the sum of \$1,625.00 PS^X will provide and install the following services:

PSX Scope of work:

- Provide & install (2) Bosch Intrusion Panels
- Programming and testing

Notes:

- PS^X will install and program all equipment listed above.
- Above pricing is for equipment installation & software programming.
- Payment terms Per existing project contract; Net 60
- Above pricing includes working hours Monday Friday during normal business hours at nonunion PS^X labor rates.
- Above pricing assumes free and clear access to all areas, including walls & ceilings
- Customer to provide all user information, building maps, high voltage outlets as necessary, data outlets as necessary, rackspace, IP addresses, PoE ports, subnet masks, gateways as required.
- Above system design and parts list is based on the customer provided information.
- Any additional parts or labor other than those listed above will be provided at an additional cost.
- Any adds, moves, changes or delays will be provided at an additional cost.
- Above pricing does not include cost for taxes or permits, additional cost will apply if required.
- Service and maintenance agreements can be provided at additional costs.
- The equipment listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.

Upon approval of this proposal, please sign and email a copy with your purchase order to our sales department.

Thank you for the opportunity to present this proposal to ECI Construction. If you have any questions or concerns, please call me at (610) 299-7747.

Presented by: Agreed and Accepted by: Albert W. Mandia Jr. Albert W. Mandia Jr. Sales PS^X Inc. **ECI Construction**



RFI Transmittal

Warehaus | 320 North George St Suite 100 York PA 17401 United States

PROJECT: DTSD-District Buildings

DATE SENT:

6/16/2021

Safety&Security Project

2019.0058.00

SUBJECT: RFI GC-40 Intrusion Panel

RFI ID:

00042

TYPE:

RFI

TRANSMITTAL ID:

00206

PURPOSE:

Answered

VIA:

Info Exchange

QUESTION:

While programming the intrusion panel for the High School, we came across a potential issue. The intrusion panel that was spec'd is a Bosch 8512G with B208 octo-input modules. The panel can only handle 99 zones per panel.

Currently we have 107 zones at the high school before the roof

hatch changes. That will put us at roughly 111 zones total. This is an urgent

matter, how do we proceed?

SUGGESTION:

ANSWER:

The included revised drawings eliminate the changes made to the corridor wiring in Revision #4. Contacts added to roof access points as part of Revision #4 are to remain. In lieu of changing the corridor wiring provide a Bosch B9512G panel in place of the Bosch B8512G panel. This provides additional zoning capacity.

Per direction received from DTSD, the panel in the MS is to be changed

from a Bosch B8512G to a Bosch B9512G as well.

FROM

NAME COMPANY

EMAIL

m

PHONE

Donald Weller

Warehaus

dweller@warehausae.co

(717) 815-8569

ТО

NAME

COMPANY

EMAIL

struction.us

PHONE

Stacy McDonald

eciConstruction

stacy.mcdonald@eciCon

(717) 638-3324

DESCRIPTION OF CONTENTS

QTY DATED

TITLE

NUMBER SCALE

SIZE

1

6/16/2021

210616 HS RFI GC-40R1.pdf

Page 1 of 2

RFI Transmittal

DATE: 6/16/2021 ID: 00206

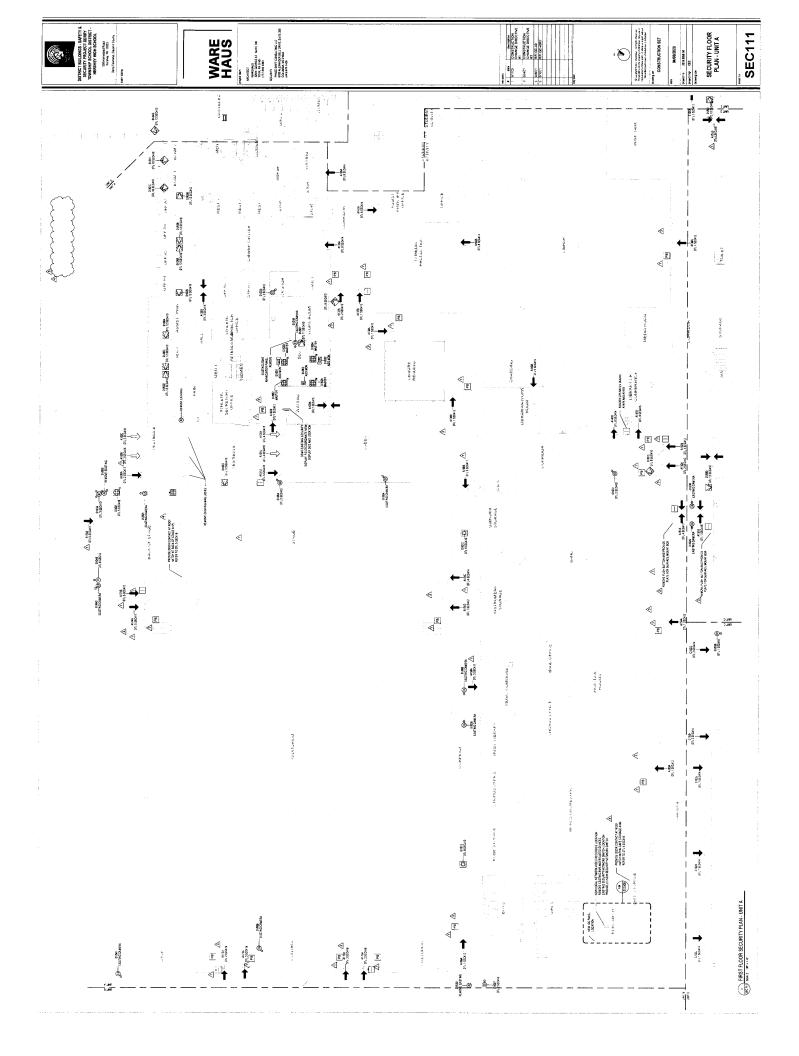
COPIES:

Craig Campbell (Warehaus) Bill Deck (Warehaus)

Jared Baldwin (Phase Shift Consulting, LLC)
Tony Warner (Phase Shift Consulting, LLC)

William Witmer (eciConstruction)
Steve Saurman (eciConstruction)

Jason Reifsnyder (Derry Township School District)
Mark Anderson (Derry Township School District)

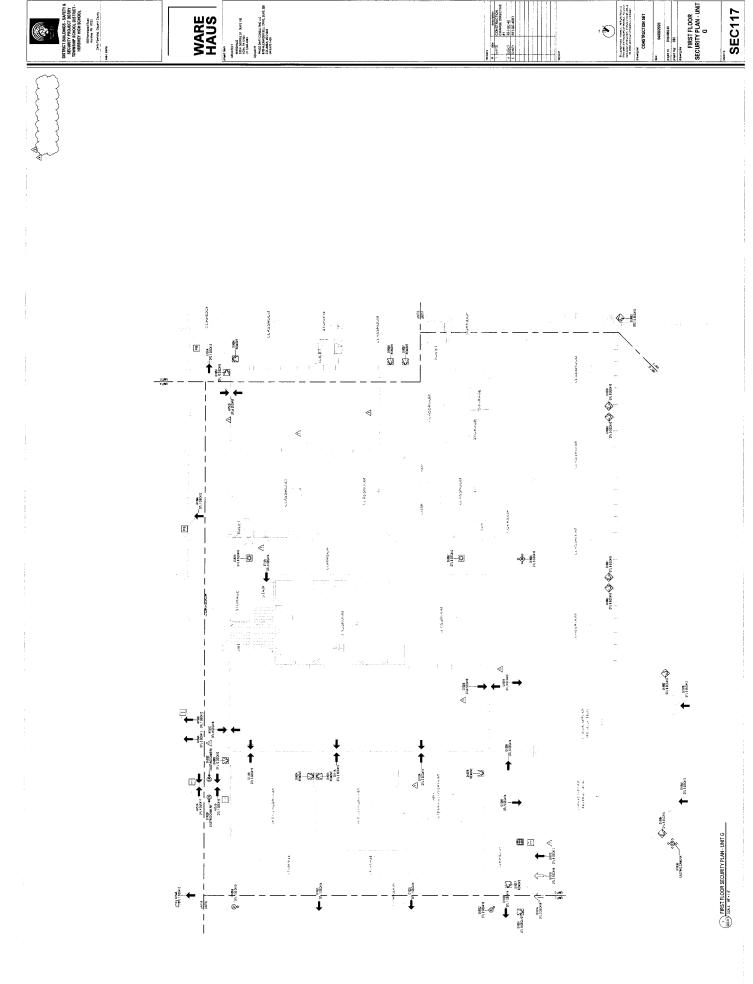


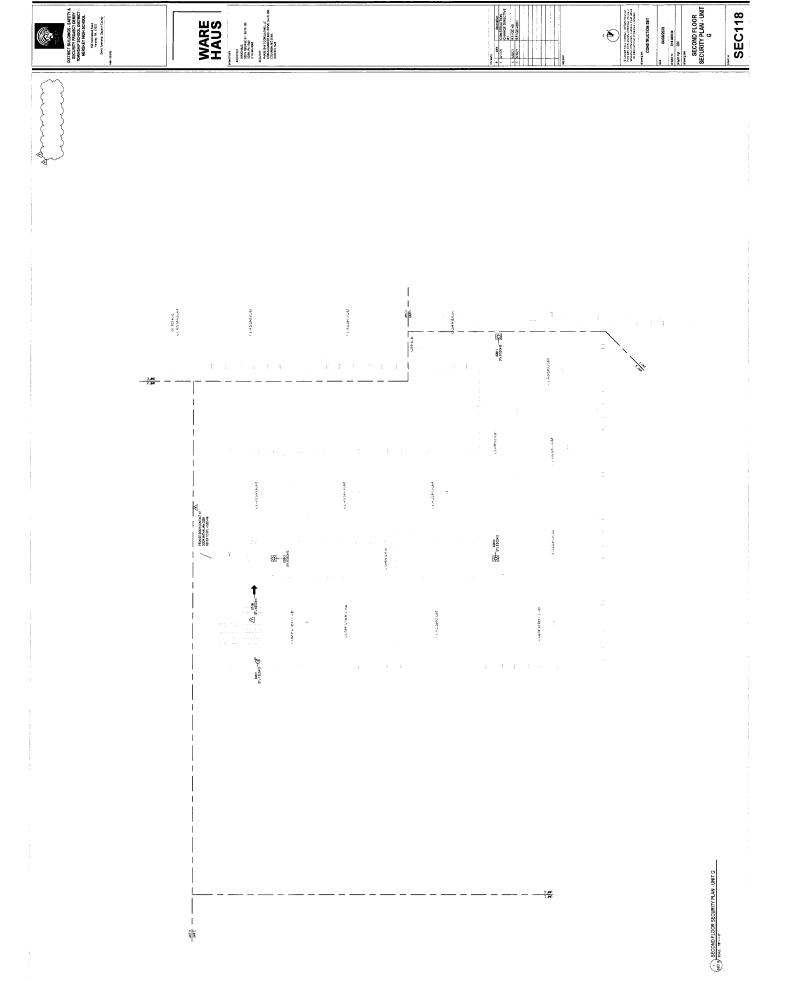














Philadelphia Pittsburgh Cleveland Tampa Denver

June 16, 2021 **ECI Construction** Bill Witmer

Project: Derry Intrusion Derry Township School District 30 E Grenada Ave Hershey, PA 17033

RE: Bosch Keypads

Dear Bill,

Thank you for the opportunity to propose four (4) Bosch Keypads for the Derry Township School District.

For the sum of \$5,650.00 PS^X will provide and install the following services:

PSX Scope of work:

- Provide & install (4) Bosch Intrusion Keypads
- Programming and testing

Notes:

- PS^X will install and program all equipment listed above.
- Above pricing is for equipment installation & software programming.
- Payment terms Per existing project contract; Net 60
- Above pricing includes working hours Monday Friday during normal business hours at non-union PS^X labor rates.
- Above pricing assumes free and clear access to all areas, including walls & ceilings
- Customer to provide all user information, building maps, high voltage outlets as necessary, data outlets as necessary, rackspace, IP addresses, PoE ports, subnet masks, gateways as required.
- Above system design and parts list is based on the customer provided information.
- Any additional parts or labor other than those listed above will be provided at an additional cost.
- Any adds, moves, changes or delays will be provided at an additional cost.
- Above pricing does not include cost for <u>taxes or permits</u>, additional cost will apply if required.
- Service and maintenance agreements can be provided at additional costs.
- The equipment listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.

Upon approval of this proposal, please sign and email a copy with your purchase order to our sales department.

Thank you for the opportunity to present this proposal to ECI Construction. If you have any questions or concerns, please call me at (610) 299-7747.



RFI Transmittal

Warehaus | 320 North George St Suite 100 York PA 17401 United States

PROJECT:

DTSD-District Buildings

DATE SENT:

6/16/2021

Safety&Security Project 2019.0058.00

SUBJECT:

RFI 43 Additional Keypad

RFI ID

00045

TYPE:

RFI

TRANSMITTAL ID:

00204

PURPOSE:

Answered

VIA:

Info Exchange

QUESTION:

While installing intrusion devices in the basement, we found another keypad that's not on the prints. The keypad is located right inside Door

B009B. How do we proceed?

For those keeping track of missing keypads:

2 at the HS 2 at B&G 2 at DAO

SUGGESTION:

ANSWER:

Existing keypad is to be replaced. Provide a new Bosch B942 keypad at

the existing location indicated.

FROM

NAME

COMPANY

EMAIL

PHONE

Donald Weller

Warehaus

dweller@warehausae.co

m

(717) 815-8569

TO

NAME

COMPANY

EMAIL

PHONE

Stacy McDonald

eciConstruction

stacy.mcdonald@eciCon

(717) 638-3324

struction.us

COPIES:

Craig Campbell Bill Deck

(Warehaus) (Warehaus)

RFI Transmittal

DATE: 6/16/2021 ID: 00204

Jared Baldwin (Phase Shift Consulting, LLC) Tony Warner (Phase Shift Consulting, LLC)

William Witmer (eciConstruction) Steve Saurman (eciConstruction)

Jason Reifsnyder (Derry Township School District)
Mark Anderson (Derry Township School District)

Pending Change Order:

9

Access Cards

Submission Date: 7/15/2021

Owner: Derry Township School District

30 A East Granada Avenue Hershey, PA 17033 Project:

20036. / Derry Township SD Buildings Safety & Security

30 East Granada Ave. Hershey, PA 17033

Scope of Work: Add to contract to provide (100) access control cards per attached.

eciConstruction

Description	Est (Jnits	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Access Cards							
Coordination/Supervision		0.00	HRS	0.00	3.00	70.00	210.00
PSX, Inc		0.00	LS	0.00	0.00	0.00	600.00
				Subtotal Item	1		810.00
	Cost Type Recap:						Amount
	1 Labor						210.00
	4 Subcontract						600.00
			;	Subtotal Item		_	810.00
			Overhead 8	& Profit - Labor		15.00%	32.00
			Overhead 8	& Profit - Sub		5.00%	30.00
			Bond			1.00%	9.00
				Requ	ested Total F	or Item 1	881.00
			Total For C	hange Order			881.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Derry Township School District	Submitted By: eciConstruction, LLC
Signed: Masay	Signed: William Blotme
Lindsay Onew	By: Bill Witmer
Date: 9/13/79	Date: _7/15/2021



Philadelphia Pittsburgh Cleveland Tampa Denver

July 14, 2021

Derry Township Schools ECI Construction CO#4

RE: CO4 Access Control Cards

Thank you for the opportunity to present PS^X CO4 for the Derry Township School Safety & Security project. Our proposal includes providing (100) access control cards.

SCOPE OF WORK

Provide:

- (100) Access Control Cards
- Includes Shipping

CO4 TOTAL: \$600.00

Six Hundred Dollars

Notes:

- PS^X will provide & install all equipment listed above, all programming, testing & training as required.
- Payment terms AIA Billing, due net 30.
- Upon receipt of approval to proceed, PS^X will schedule an onsite meeting with PS^X for a final walkthrough to ensure all members of the team are on the same page and understand responsibilities to ensure a successful installation.
- Above pricing includes working hours Monday Friday during normal business hours at prevailing wage PS^X labor rates.
- Above pricing assumes free and clear access to all areas, including walls & ceilings
- Customer to provide all user information, building maps, high voltage outlets as necessary, data outlets as necessary, rackspace, IP addresses, subnet masks, gateways as required.
- Above system design and parts list is based on the customer provided information.
- Any additional parts or labor other than those listed above will be provided at an additional cost.
- Any adds, moves, changes or delays will be provided at an additional cost.
- Above pricing does not include cost for <u>taxes or permits</u>, additional cost will apply if required.
- Service and maintenance agreements can be provided at additional costs which are listed above and not included in the total project pricing.
- Above pricing does not include the cost associated with the performance & payment bonds, which will be provided at an additional cost as listed above.
- The equipment listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.

Upon approval of this proposal, please sign and email a copy with your purchase order to our sales department.

Thank you for the opportunity to present this proposal to ECI Construction. If you have any questions or concerns, please call me at (610) 299-7747.

Agreed and Accepted by:

Presented by:

Albert W. Mandia Jr.

Albert W. Mandia Jr. Sales PS^X Inc.

AMQ20033 CO4

eciConstruction

Pending Change Order:

Rewire Access Control Doors

Submission Date: 7/15/2021

10

Owner: Derry Township School District

30 A East Granada Avenue Hershey, PA 17033 Project:

20036. / Derry Township SD Buildings Safety & Security

30 East Granada Ave. Hershey, PA 17033

Scope of Work:

Supply all labor, materials, & equipment to rewire access control doors per attached proposal.

*Revised 7/28 with updated pricing from PSX.

*Revised 8/3 to deduct \$7,920 from original proposal value of \$32,601. (16 units @ \$495 each)

The total amount of allowance T8 will be billed on next payment application.

Description	Est Units	UM	Unit Cost	Est Hrs	Hrs Cost	Estimated Cost
Rewire Access Control Doors						
Project Management	0.0	0 HRS	0.00	1.00	76.00	76.00
Coordination/Supervision	0.0	0 HRS	0.00	10.00	70.00	700.00
PSX, Inc	0.0	0 LS	0.00	0.00	0.00	22,424.00
			Subtotal Item	1		23,200.00
	Cost Type Recap:					Amount
	1 Labor					776.00
	4 Subcontract					22,424.00
			Subtotal Item			23,200.00
		Overhead	& Profit - Labor		15.00%	116.00
		Overhead	& Profit - Sub		5.00%	1,121.00
		Bond			1.00%	244.00
			Requ	ested Total F	or Item 1	24,681.00
		Total For C	hange Order			24,681.00

At this time eciConstruction is not requesting a time extension as a result of this change proposal. If at a later date, it is determined this change to the work has extended the contract duration eciConstruction reserves the right to seek compensation for extension of time.

If you have questions please call me at 717-638-3000.

Approved By: Derry Township School District	Submitted By: eciConstruction, LLC
Signed: Muy	Signed: William Blatma
By: Lindsay & Orev	By: Bill Witmer
Date:	Date: 7/15/2021



Philadelphia Pittsburgh Cleveland Tampa Denver

July 26, 2021

Derry Township Schools ECI Construction CO#3

RE: CO3 Access Control Doors

Thank you for the opportunity to present PS^X CO3 for the Derry Township School Safety & Security project. Our proposal includes installing passive IR devices and wiring to (44) forty-four access control doors.

SCOPE OF WORK

Provide & Install:

- T8 Line Item Pricing: (44) at \$460.00 per unit (\$20,240.00)
- Misc. Parts & Cable: \$128.39
- Installation, Programming & Testing (\$9,386.47)
- Project Management & Mobilization
- Shipping \$136.14

CO3 TOTAL: \$29,891.00

Twenty-Nine Thousand Eight Hundred & Ninety-One Dollars

Notes:

- PS^X will provide & install all equipment listed above, all programming, testing & training as required.
- Payment terms AIA Billing, due net 30.
- Upon receipt of approval to proceed, PS^X will schedule an onsite meeting with PS^X for a final walkthrough to ensure all members of the team are on the same page and understand responsibilities to ensure a successful installation.
- Above pricing includes working hours Monday Friday during normal business hours at prevailing wage PS^X labor rates.
- Above pricing assumes free and clear access to all areas, including walls & ceilings
- Customer to provide all user information, building maps, high voltage outlets as necessary, data outlets as necessary, rackspace, IP addresses, subnet masks, gateways as required.
- Above system design and parts list is based on the customer provided information.
- Any additional parts or labor other than those listed above will be provided at an additional cost.
- Any adds, moves, changes or delays will be provided at an additional cost.
- Above pricing does not include cost for <u>taxes or permits</u>, additional cost will apply if required.
- Service and maintenance agreements can be provided at additional costs which are listed above and not included in the total project pricing.
- Above pricing does not include the cost associated with the performance & payment bonds, which will be provided at an additional cost as listed above.
- The equipment listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.

Upon approval of this proposal, please sign and email a copy with your purchase order to our sales department.

Thank you for the opportunity to present this proposal to ECI Construction. If you have any questions or concerns, please call me at (610) 299-7747.

Presented by:

Agreed and Accepted by:

Albert W. Mandia Jr.

Albert W. Mandia Jr.

Sales PS^X Inc.

SHAFFER SENGLE

Jeffrey B. Engle, Esq. jeff@shafferengle.com Allen Shaffer, Esq. (1927 – 2009)

LAW OFFICES, LLC

August 3, 2021

Patrick Armstrong, Esquire 104 S. 6th Street P.O. Box 215 Perkasie, PA 18944

Joseph A. Curcillo, III, Esq. 2 South Market Square P.O. Box 1295 Harrisburg, PA 17108-1295

William Zee, Esquire 33 N. Duke Street Lancaster, PA 17602

RE: All NK Hershey, LLC v. Dauphin County Board of Assessment Appeals

Docket No. 2020-CV-10377-TX

Parcel: 24-029-004

Dear Folks:

Enclosed, please find the proposed stipulation in the above-referenced matter. The attached relates to the tax assessment appeal of All NK Hershey, LLC, 1200 Mae Street, Hummelstown, PA. This is an annual appeal that was taken on August 1, 2020 by the Appellants before the Board of Assessment Appeals. The FMV at the time of the hearing before the BOAA was \$8,758,400.00 (AV= \$5,561,000 based on 2020 CLR of 63.5%). The Board denied the appeal and this appeal to the trial court followed.

The Appellant has provided an appraisal suggesting that the FMV of the property is \$6,900,000.00 (AV=\$4,381,500). We feel this is a short term value decline based upon the global pandemic, as do a large portion of the industry contributors, such as CO STARS and other market analysts. Many of the appraisers that the County typically uses and, therefore, values such opinions gave us similar advice. Accordingly, we are suggesting a "tiered approach" or a "phase-in model," that would build back market value over time and allow for any party—school districts, townships, County, or appellants—to re-appeal the matter for the 2023, '24, and '25 annual appeal terms. The Appellant would be required to provide 2 years of P&L's prior to the annual appeal period in order to assist in a reverse appeal. In terms of this stipulation, neither statutory nor case law would prevent a reverse appeal.

¹ An investor acquiring a hotel in 2020 during the pandemic declines of 20-35% would see an increase by 2025 of nearly 47%. HVS.com; *The Impact of Covid-19 on Hotel Values*; April 2020, p. 9. Lloyd-Jones, Mellen, Pierson.

All NK Hershey, LLC, tax appeal August 3 2021 Page 2 of 2

You will see that the stipulation, therefore, provides for the following FMV's over the following periods:

```
2020- (eff. 1/1/21)- $6,700,000
2021- (eff. 1/1/22)- $6,900,000
2022- (eff. 1/1/23)- $7,400,000- re-opener year.
2023- (eff. 1/1/24)- $7,600,000- re-opener year.
2024- (eff. 1/1/25)- $8,500,000- re-opener year.
```

The FMV of \$8,500,000 would be the final value, unless an appeal is taken by right under the terms of this stipulation or another statutory basis for appeal is met, such as substantial improvement to the property or a county-wide reassessment.

The Tax Assessment Office feels that this approach is the best under the circumstances and would note that other matters of this property's character have settled in a likewise manner.

If approved, would you kindly, sign the signature page and return to my office for inclusion in counterpart with the other signature pages? I will see that a conforming final version is filed and sent to the Court for final approval. Of course, your final copy would thereafter follow. The Tax Assessment Office would see that all years are applied accordingly and any refunds are provided to your business office.

Should you have any questions or concerns, please do not hesitate to contact me.

Regards,

SHAFFER & ENGLE LAW OFFICES, LLC

Jeffrey Engle, Esquire

C: File

Greg Daylor, Dauphin County Tax Assessment Director

ALL NK HERSHEY, LLC Appellant	: IN THE COURT OF COMMON PLEAS : DAUPHIN COUNTY, PENNSYLVANIA
	<u>:</u>
v.	: : NO. 2020-CV-10377-TX
DAUPHIN COUNTY BOARD OF	:
ASSESSEMENT APPEALS,	: CIVIL ACTION – LAW
Appellee	;
<u>O</u>	RDER
AND NOW this day of	, 2021, upon consideration of the
attached STIPULATION AND JOINT MOTI	ION FOR AGREED UPON ORDER, it is hereby
ORDERED that the provisions of the attached	d Stipulation of the parties are approved and
included in the Order by reference thereto.	
	DV TIP COLDT
	BY THE COURT
	JOHN J. McNALLY, III, J.
	JOHN J. McNALLY, III, J.

Distribution

Court Administration Jeffrey Engle, Esquire Edward Hirshberg, Esq.

2205 Forest Hills Drive, Suite 10, Harrisburg, PA 17112 One Oxford Centre, 301 Grant Street, Ste 270, Pittsburgh,

PA 15219

Joseph Curcillo, Esquire Derry Twp. School District

Township of Derry

2 South Second Street, Fourth Floor, Harrisburg, PA 17108

30 E. Granada Ave., #200, Hershey, PA 17033 600 Clearwater Road, Hershey, PA 17033

Dauphin County Tax Assessment Office

ATTN: Erin Murphy

ALL NK HERSHEY, LLC

Appellant

V.

IN THE COURT OF COMMON PLEAS
DAUPHIN COUNTY, PENNSYLVANIA

NO. 2020-CV-10377-TX

DAUPHIN COUNTY BOARD OF
ASSESSEMENT APPEALS,
Appellee

CIVIL ACTION – LAW

TO THE HONORABLE JOHN J. McNALLY, III, JUDGE OF SAID COURT:

STIPULATION AND JOINT MOTION FOR AGREED UPON ORDER

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$995,073.36	\$5,704,926,64	\$6,700,000

1. Further, in view of the fact that the State Tax Equalization Board has certified the Common Level Ratio for Dauphin County to be 63.5% for annual appeals filed in 2020, the Common Level Ratio does apply to pending appeals, and it is stipulated that the **assessment** of the aforesaid parcel, effective January 1, 2021, thereafter, until changed in accordance with law shall be as follows:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$631,871.58	\$3,622,628.42	\$4,254,500

2. The parties hereto further agree, that for the tax year beginning January 1, 2022, the parcel of real estate shall have the following **fair market value** as set forth herein below:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,024,777.04	\$5,875,222.96	\$6,900,000

3. Further, in view of the fact that the State Tax Equalization Board has certified the Common Level Ratio for Dauphin County to be 59.2% for annual appeals filed in 2021, the Common Level Ratio does apply to pending appeals, and it is stipulated that the **assessment** of the aforesaid parcel, effective January 1, 2022, thereafter, until changed in accordance with law shall be as follows:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$606,668.01	3,478,131.99	\$4,084,800.00

4. The parties hereto further agree, that for the tax year beginning January 1, 2023, the parcel of real estate shall have the following **fair market value** as set forth herein below:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,099,036.25	\$6,300,963.75	\$7,400,000

5. Further, in view of the fact that the State Tax Equalization Board has not yet certified the Common Level Ratio for Dauphin County for annual appeals filed in 2022, the Common Level

Ratio will be applied to this matter, and it is stipulated that the **assessment** of the aforesaid parcel, effective January 1, 2023, thereafter, until changed in accordance with law shall be as follows:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,099,036.25 x EFF.	6,300,963.75 x EFF.	\$7,400,000 x EFF.
	1/1/23 CLR	1/1/23 CLR)	1/1/23 CLR

- 6. The parties hereto agree that this stipulation is subject to a "re-opener" during the annual appeal period beginning June 1, 2022 and ending August 1, 2022¹ without prejudice to any party. Further, the Appellant shall provide any and all profit and loss statements for the prior year in order for all parties to determine if a value appeal is appropriate. The Appellant will provide all needed profit and loss statements for the prior year on or before June 2, 2022. This will not be viewed as a "spot reassessment" that is contrary to any law which prevails at the time of the appeal.
- 7. The parties hereto further agree, that for the tax year beginning January 1, 2024, the parcel of real estate shall have the following **fair market value** as set forth herein below:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,128,739.93	\$6,471,260.07	\$7,600,000

8. Further, in view of the fact that the State Tax Equalization Board has not yet certified the Common Level Ratio for Dauphin County for annual appeals filed in 2023, the Common Level Ratio will be applied to this matter, and it is stipulated that the assessment of the aforesaid

¹ Dauphin County has historically ended its appeal period on August 1 of each year and not September 1.

parcel, effective January 1, 2024, thereafter, until changed in accordance with law shall be as follows:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,128,739.93 x EFF.	\$6,471,260.07 x EFF.	\$7,600,000 x EFF.
	1/1/24 CLR	1/1/24 CLR)	1/1/24 CLR

- 9. The parties hereto agree that this stipulation is subject to a "re-opener" during the annual appeal period beginning June 1, 2023 and ending August 1, 2023 without prejudice to any party. Further, the Appellant shall provide any and all profit and loss statements for the prior year in order for all parties to determine if a value appeal is appropriate. The Appellant will provide all needed profit and loss statements for the prior year on or before June 2, 2023. This will not be viewed as a "spot reassessment" that is contrary to any law which prevails at the time of the appeal.
- 10. The parties hereto further agree, that for the tax year beginning January 1, 2025, the parcel of real estate shall have the following **fair market value** as set forth herein below:

TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,262,406.50	\$7,237,593.50	\$8,500,000

11. Further, in view of the fact that the State Tax Equalization Board has not yet certified the Common Level Ratio for Dauphin County for annual appeals filed in 2024, the Common Level Ratio will be applied to this matter, and it is stipulated that the assessment of the aforesaid parcel, effective January 1, 2025, thereafter, until changed in accordance with law shall be as follows:

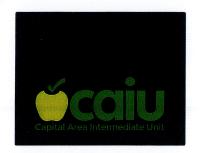
TAX PARCEL	LAND	IMPROVEMENTS	TOTAL
24-029-004	\$1,262,406.50 000 x	(\$7,237,593.50x EFF	\$8,500,000 x EFF.
	EFF 1/1/25 CLR	1/1/25 CLR	1/1/25 CLR

- 13. The parties hereto agree that this stipulation is subject to a "re-opener" during the annual appeal period beginning June 1, 2024 and ending August 1, 2024 without prejudice to any party. Further, the Appellant shall provide any and all profit and loss statements for the prior year in order for all parties to determine if a value appeal is appropriate. The Appellant will provide all needed profit and loss statements for the prior year on or before June 2, 2024. This will not be viewed as a "spot reassessment" that is contrary to any law which prevails at the time of the appeal.
- 14. Unless otherwise appealed in any prior year as agreed to and set forth herein above by the parties, the fair market value of the parcel shall be \$8,500,000 as of January 1, 2025 with the corresponding Common Level Ratio applied in order to calculate the Assessed Value for the tax year at issue until changed in accordance with law.
- 15. For the purpose of providing the prior year's financial statements as set forth in paragraphs 6, 8, and 11, the Appellant's point of contact shall be the Tax Assessment Appeal Solicitor, Jeffrey Engle at 2205 Forest Hills Drive, Suite 10, Harrisburg, PA 17112 or his successor at the Dauphin County Tax Assessment Appeal Office for the Board of Assessment Appeals.

WHEREFORE, based upon the within stipulation, counsel herein respectfully moves that this Honorable Court enter the attached, proposed Order in accordance herewith.

Respectfully Submitted,	Respectfully Submitted,
Jeffrey B. Engle, Esq. Solicitor for Board of Assessment Appeals 2205 Forest Hills Drive, Suite 10 Harrisburg, PA 17112 (717) 545-3032 jeff@shafferengle.com	Edward F. Hirshberg Counsel for Appellant One Oxford Centre, 301 Grant Street, Ste 4300, Pittsburgh, PA 15219 edward.hirshberg@ryanlawyers.com
Respectfully Submitted, DERRY TOWNSHIP SCHOOL DISTRICT	Respectfully Submitted, TOWNSHIP OF DERRY
TITLE: Brand President	BY: TITLE:
Respectfully Submitted, DAUPHIN COUNTY	

Joseph A. Curcillo, II, Esq. Dauphin County Solicitor's Office 2 South 2nd Street Harrisburg, PA 17108-1295 (717) 780-6300



AGREEMENT FOR TITLE I NONPUBLIC PROGRAMS AND SERVICES

This Agreement for TITLE I NONPUBLIC Services (hereinafter "Agreement") is made this <u>27</u> day of <u>AUGUST</u>, <u>2021</u>, by and between the **Capital Area Intermediate Unit** (hereinafter "CAIU"), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 55 Miller Street, Enola, PA 17025, and **Derry Township School District** (hereinafter "Client"), a PUBLIC SCHOOL DISTRICT with its principal place of business at 30 East Granada Avenue, Hershey, PA 17033.

1. Scope of Work.

1.1 CAIU agrees to provide NONPUBLIC TITLE I READING, MATH, AND/OR COUNSELING services as follows:

The CAIU will provide the services to all Title 1 participating nonpublic schools having low income students enrolled from the SCHOOL DISTRICT in accordance with ESSA requirements for Title I Nonpublic programs and services.

See Title I 2021-2022 Statement of Work, attached hereto and incorporated by reference hereby, for a breakdown of program and services.

See Title I 2021-2022 Intent to Participate, attached hereto and incorporated by reference hereby, for a breakdown of allocation of funds.

The cost of the abovementioned Title I services is the Title I amount generated by e-grants for services to the district's nonpublic students inclusive of administrative costs determined by the CAIU's federally restricted indirect cost rate.

Virtual Delivery of Services During School Closures and Curtailment:

In the event of school closures or curtailment of in-person instruction, the parties agree to negotiate in good faith to assess whether and to what extent remote, virtual services can be provided in place of the in-person services contemplated hereby. Any such services will comply with applicable Pennsylvania Department of Education remote instruction and

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> reopening guidelines and may be updated at any time during the term of this agreement. Parties further agree to comply with Centers for Disease Control sanitation standards operative, released, and updated at any time during the original term of this Agreement.

1.2 The services described in section 1.1 above include all labor, products, and/or tools the CAIU requires to perform the services, unless otherwise specifically stated as excluded or to be provided/performed by Client or a third party, and said services shall be referenced collectively throughout this Agreement as "work."

2. Responsibilities of the Parties.

2.1 Both parties agree to act in good faith in fulfillment of this Agreement. Neither party shall attempt to hinder or otherwise prevent the other party from fulfilling their duties as outlined herein.

2.2 CAIU shall:

- Perform the Scope of Work as indicated above.
- Assure all financial and legal responsibilities involved in providing the instruction (salary and benefits, instructional and diagnostic materials)
- Provide the School District with the addresses of students served
- Provide the School District with the data necessary to complete their Title I responsibilities including assessment data and related data
- Provide the School District access to the program at any time
- Assume any other responsibilities necessary to conduct the program as intended

2.3 Client shall:

- Provide the CAIU names of private schools identified to participate in Title I programs
- Assist the CAIU in identifying addresses of students who reside in Title I attendance areas
- Inform the CAIU of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation
- 3. Cost. In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, \$29,293.00 (Twenty-nine thousand, two hundred ninety-three dollars) in fulfillment of this Agreement. This amount has been determined by the per-pupil allocation times the number of low income private school children residing in the school district. The cost of the abovementioned Title I services is the Title I amount generated by e-grants for services to the district's nonpublic students inclusive of administrative costs determined by the CAIU's federally

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restricted indirect cost rate. The amount also includes a Family Engagement set-aside if applicable. Additional cost terms, if any, shall be addressed in Section 25 herein or subsequent Addenda as agreed to by both parties.

4. **Invoicing and Payment.** The CAIU shall invoice Client on a(n) quarterly basis for the costs incurred to provide the Services. All invoices are due within 45 days of the date of the invoice. Both the Client and CAIU recognize and agree that CAIU will suffer financial hardship to its cash flow in the event payments are received late; therefore, CAIU reserves the right to impose a two percent (2%) late fee for every 30 days past the 45 days that payment is late. Additional Invoicing and Payment terms, if any, shall be addressed in Attachment 1 or subsequent Addenda as agreed to by both parties.

5. Term and Renewal.

5.1 The term of this Agreement shall commence <u>August 20, 2021</u>, and shall terminate effective <u>September 30, 2022</u>, unless otherwise agreed upon in writing.

6. Notice.

6.1 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the CAIU as follows:

Contact Name: Lisa Klingler

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400 Fax:

Email: lklingler@caiu.org

6.2 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the Client as follows:

Client Contact

Name:

Jason Reifsnyder

Address:

30 East Granada Avenue, Hershey, PA 17033

Phone:

717-534-2501 ext. 3201

Fax:

Email:

jreifsnyder@hershey.k12.pa.us

7. Mutual Release from Liability.

- 7.1 Except as otherwise provided in this Agreement, Client, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors (collectively "Client") hereby releases CAIU and its agents, employees, directors, officers, affiliates, consultants, and/or contractors "CAIU"), and CAIU hereby releases Client, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever during the performance and execution of this Agreement.
- 7.2 It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

8. Mutual Indemnification.

8.1 Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees,

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- directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement.
- 8.2 Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

9. Insurance Coverage.

- 9.1 The CAIU affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance at amounts recognized as customary in the ordinary scope of business. Upon written request, the CAIU shall provide Client with a copy of its certificate of insurance, but under no circumstances, shall CAIU name Client as an additional insured.
- 9.2 The Client shall carry appropriate insurance coverage, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement. Under no circumstances shall CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance.
- 10. **Limitation of Relationships.** Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between CAIU and Client. CAIU and Client assert that they are not in a joint venture with each other, nor intend to operate as a joint venture.

11. Work Product.

- 11.1 All work products, whether tangible or intangible, and regardless of medium, that are created, produced, engineered or otherwise devised by CAIU during the course of this Agreement are solely owned by the CAIU and may not be used, sold, or otherwise distributed by the Client in any manner which exceeds the scope of the relationship between the Client and the CAIU as described herein or as described in a contract made hereunder.
- 11.2 Any unauthorized use or infringement of work product by Client shall be considered a material breach.
- 11.3 Unless otherwise expressly stated herein, no license for use, whether expresses or implied, is given to Client by this Agreement.

12. Confidentiality.

12.1 Under this Agreement, the parties may have access (verbally or in writing) to information that is confidential in nature. Such information may include, but not be limited to student

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- information and data; work product, facts or statistics, ideas, materials, business plans, technical information, methodologies, or any other shared data.
- 12.2 CAIU and Client agree not to use or disclose such confidential information for any purpose other than in fulfillment of this Agreement, and/or as required by activities described herein, and then, only to the designated employees and/or consultants of CAIU and Client. Additionally, both parties acknowledge and agree that they are bound by the Family Education Rights and Privacy Act of 1974 (FERPA) and the business associate and subcontractor privacy rules of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), and all other applicable State and federal laws.
- 12.3 Notwithstanding the above, both parties are public governmental entities subject to public disclosure and right-to-know laws, and this Section 12 and its subsections shall not apply with respect to any information that is required to be disclosed under or by any law or which subsequently enters the public domain through no fault of the receiving party.
- 12.4 The provisions of this Section 12 and its subsection shall survive termination or expiration of the Agreement.

13. Warranties.

- 13.1 Unless otherwise expressly stated in Section 25 herein or in an Addendum hereto, CAIU MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN REGARDS TO THE SERVICE(S) AND/OR PRODUCT(S) IT PROVIDES TO CLIENT, AND
- 13.2 CLIENT ACCEPTS THE SERVICE(S) AND/OR PRODUCT(S) PROVIDED BY CAIU "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The CAIU assumes no liability for losses, damages, or legal judgments resulting from Client's use of any product or service provided to Client under this Agreement.
- 13.3 CAIU does not warrant that any product provided by it will perform without error or that it will run without immaterial interruption. Moreover, CAIU provides no warranty regarding, and shall therefore have no responsibility for any claim arising from a modification made by Client unless CAIU approves such modification in writing; and/or use of the product in combination with or on products other than as specified in writing by the CAIU.

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- 13.4 CAIU shall (a) "pass through" to Client any warranty right it receives from any third party provider of system components not authored or manufactured by CAIU ("Third Party Components"); and (b) reasonably cooperate with Client in enforcing such rights. CAIU provides no warranties, express or implied, with regard to Third Party Components, and CAIU shall not be liable for any failure of any Third Party Component to function as expected or intended.
- 14. **Audit.** All service and billing records of the Client are subject to audit at any time by auditors performing annual fiscal or program audits, as required by the federal government, and/or the Pennsylvania Department of Education, and/or the CAIU as required by a third party.

15. Severance; Full Force and Effect.

- 15.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect.
- 15.2 In the event a term of this Agreement is not strictly enforced, such non-enforcement shall not be interpreted as acquiescence nor shall it be seen as precedent setting and enforcement of the term at any time in the future shall be binding and not subject to dispute.

16. Governing Law and Venue.

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.
- 16.2 Client hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Cumberland County, Pennsylvania and the Middle District of Pennsylvania.
- 17. **Non-Discrimination.** The Client agrees to treat all persons in a non-discriminatory manner, in keeping with applicable state and federal laws, including, without limitation, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and the Pennsylvania Human Relations Act. No person shall be discriminated against by the Provider because of race, color, religious creed, ancestry, national origin, sex, age, sexual orientation, or handicap.

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- 18. Compliance with Law and Policy. During the term of this Agreement, both parties hereto shall comply with all applicable federal, state, and local laws and regulations, including the Pennsylvania School Code and applicable Board Policy of either party.
- 19. Clearances. As a Pennsylvania education agency, the CAIU complies with the Pennsylvania School Code, Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All CAIU staff members and independent consultants who may be assigned to work with Client have all met applicable standards regarding hiring and the completion of background checks and clearances, including Act 34, Act 151, and Act 114 background checks and TB/physical exams as required by the PA School Code. Upon written request by the Client, the CAIU will provide a copy of all clearances to its employee(s) and consultants who are providing work to the Client and the employee or consultant will present them to the Client; the CAIU shall not forward clearances directly to the Client.

20. Termination.

- 20.1 Each party has the right to terminate this Agreement (1) to the extent provided herein; or (2) in the event of a material breach, after giving written notice and at least thirty (30) calendar days to remedy; or (3) without cause upon ninety (90) days written notice.
- 20.2 Upon termination by the Client, all work shall stop and payment for all work completed to date shall be immediately due and payable to the CAIU.
- 21. Damages. In addition to termination and any other rights provided hereunder, CAIU has the right to seek any remedy available to it in equity or in law, whether monetary or injunctive relief.
- 22. Headings. The headings of this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.
- 23. Rules of Construction. No provision of this Agreement shall be construed against a party simply because that party drafted the provision.

24. Entire Agreement and Modification.

24.1 This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.

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- 24.2 Any changes, additions, or deletions to the Scope of Work shall be considered a modification as described herein. Any such modification must be subsequently labeled *Addendum 1*, *Addendum*, *2*, *en sic*. To be valid, any modifications/amendments to this Agreement shall be made in writing, signed by an authorized representative of both parties, and dated.
- 24.3 Any and all Addenda shall be considered incorporated as a valid term of this Agreement.
- 24.4 It is specifically understood and agreed that every Addendum must be separately negotiated and a revised price agreed upon, in writing, by both parties.
- 24.5 Notwithstanding, this Agreement may be executed in multiple counterparts. Each such counterpart shall be an original and all together shall constitute but one and the same Agreement.

25. Additional Terms and Conditions Specific to this Agreement.

25.1 The School District and CAIU agree to pool funds for instruction in the nonpublic schools. The pooled funds are used to serve the private school students most at risk who reside in participating public school attendance areas regardless of the amount of funds that was generated based on the number of children from low-income families attending that nonpublic school.

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By signing below, each person represents he/she has the authority to execute this Agreement on behalf of his/her respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.

CAPITAL AREA INTERMEDIATE UNIT	NAME/OF CLIENT (ALL CAPS)
Dr. Andria B. Saia	In som
Authorized Signature	Authorized Signature
Dr. Andria Saia	Lindsau k onew
Printed Name	Printed Name
Executive Director	Board President
Title	Title

Rev. 4/3/2018



CAIU BOARD HIGHLIGHTS

The following actions were taken at the **August 26, 2021** meeting, held virtually, of the Capital Area Intermediate Unit.

EXECUTIVE SESSION

> Executive Session was held to discuss legal matters.

REPORTS/UPDATES

- CAIU Board of Directors announced the following August 2021 CAIU Retirees:
 - Lindsey Schue, Maintenance/Facilities Technician, retirement after 12 years of service
 - Mark Hennes, Supervisor of Special Projects, retirement after 14 years of service
- > 2021-22 CAIU Marketing Plan Amy Hazel, CAIU Marketing & Communications Specialist, provided a brief summary of the 2021-22 CAIU Marketing Plan. Amy overviewed our target audience and our competition. A cross-team committee comprised of various Leadership Team members and Professional and Support Staff members worked together over the past year on this project. The subcommittee carefully considered how to enhance the relationship between CAIU and each of our target markets to achieve key marketing strategies. Our focus this year is educating and connecting our community and families with quality services and resources, aligning to our strategic plan and our core purpose.
- > 2021-22 CAIU Strategic Plan Dr. Andria Saia and Dr. Tom Calvecchio provided an overview of the 2021-22 CAIU Strategic plan. Currently, we are in the third year of our plan and each year we continue to refine the process. Thanks to Dr. Calvecchio for leading this work. This year we engaged our Leadership Team in the process and worked with Franklin Covey on the Four Essential Roles of Leadership. The purpose of the revised plan was to align the work with our mission, vision and values; to serve as an actionable way to achieve our goals and create a clear workable plan; create accountability; and provide clear expectations. Our Why - Coherence. Strategic priorities will be the common thread in all we do across the organization. Dr. Calvecchio reviewed the four goals/plan and each team director provided an overview of their individual team plans related to the four goals. Timeline for completion: Team and Individual goals due by September 30; Monthly Cabinet review; Quarterly Board review; Annual review.
- > CAIU Team Reports:
 - Dr. Andrew McCrea, Director of Student Services, thanked the Board for their support of the lease agreement for Lower Allen Elementary. Most of Student Services classes and students have started and are going well thus far.
 - Mr. Dave Martin, Director of Technology Services, is excited to report on the completion of our new website. In addition, we worked closely with our districts to apply for the Emergency Connectivity Funds to get internet to student and families in need. We will be able to help 47 families get connected at home. A second window just opened up and information was shared with the school districts

- Mr. Brian Griffith, Director of Educational Services, reported that Educational Services programs are back up and running. Professional Development staff are out providing services to our school districts. CAOLA has had a smooth start to the school year, with approximately 150 school districts using our program. As expected, enrollment counts are lower than this time in 2020, but we will have a better idea of total first semester enrollment counts within the next few weeks. Brian will have enrollment numbers at the September Board meeting.
- Mr. Len Kapp, Supervisor of Operations & Transportation, reported that his team will begin the process to start working on the Lower Allen project.
- Dr. Thomas Calvecchio, Assistant Executive Director, provided an update and presentation on the 2021-22 CAIU Strategic Plan.
- Dr. Andria Saia, Executive Director, highlighted the All In Executive Director's Report. The CAIU will be holding a Fall Fest celebration and fundraiser and will send the Save the Date flyer and more information.
- Daren Moran, Director of Business & Operations, reported that the Lower Allen facility project will begin. In addition, we will start having conversations again about the Enola facility upgrade/remodeling of conference space. The funds have already been budgeted and continue to roll over. We are still in need of a custodian position for 2nd shift position. The business office is closing the books for 2020-21. In about 2.5 weeks, the auditors will be here. The 24th Annual Champions for Children Golf Tournament was a huge success - approximately \$10,000 profit was raised. Thank you to all that supported this event.
- Rennie Gibson, Board Secretary, reported that she has extra books for the CAIU Board book study beginning next month for any Board member that needs one.

APPROVED ACTION ITEMS

- > July 22, 2021 Board Meeting Minutes
- > July 2021 Treasurer's Report a total of \$3,882,340.17 in receipts and \$8,513,754.56 in expenditures
- > Summary of Operations for June 2021 showing revenues of \$144,326,415.79 and \$118,716,272.71 in expenses
- > Summary of Operations for July 2021 showing revenues of \$61,23,913.16 and \$4,058,344.12 in expenses
- Budget Administration
 - Proposed 2021-22 Original Budget Title I, Part D Neglected & Delinquent Subpart 2
 - Proposed 21-22 Original Budget Title III, Part A English Language Acquisition
- > Other Fiscal Matters None
- Other Business Items
 - Contracts August 2021
 - 2021-22 CAIU Health and Safety Plan
 - Appointment of new Board Member, Mr. Scott Campbell, Susquehanna Township SD, to fill an unexpired term from August 26, 2021 – June 30,2022
 - Lease Agreement between CAIU and West Shore SD
- Policies & Programs
 - First Reading, Revised Policy 146.1 Trauma-Informed Approach
 - First Reading, Revised Policy 218.1 Weapons
 - First Reading, Revised Policy 247 Hazing
 - First Reading, Revised Policy 249 Bullying/Cyberbullying

- First Reading, Revised Policy 008 Organization Chart
- First Reading New Policy 800.1 Electronic Signatures Records
- First Reading, New Policy 236.1 Threat Assessment

> Job Descriptions

- Second Reading, New Position, New Description ANPS Social Worker/DEI Consultant
- Second Reading, Existing Position, Revised Description Director of Technology Services
- Second Reading, New Position, New Description Assistant Technology Director
- > Personnel Items See attached report

EXECUTIVE DIRECTOR'S REPORT

See attached report/newsletter.

PRESIDENT'S REPORT

Mrs. Jean Rice thanked the Board for their attendance.

NEXT MEETING: Thursday, September 23, 2021, 8:00 a.m., Board Room, CAIU Enola Office

Our Mission: Provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

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

August 26, 2021 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- MICHELE APPLEBY, Personal Care Assistant, Autism Support Program, effective June 8. 2021. Reason: Personal.
- **KATHERINE BEDDIA**, Educational Paraprofessional, Autism Support Program, effective August 16, 2021. Reason: Personal.
- > SARAH BETACK, Speech and Language Clinician, School-Age Speech Program, effective May 20, 2021. Reason: Personal.
- > CANDICE BRUNER, Educational Paraprofessional, Early Intervention Program, effective July 29, 2021. Reason: Personal.
- KAREEM COTTON, Mental Health Worker, Capital Area Mental-health Program. effective June 4, 2021. Reason: Personal.
- > KRISTEN ELDREDGE, Educational Paraprofessional, Early Intervention Program, effective August 27, 2021. Reason: Personal.
- > MIRANDA FORTENBAUGH, Personal Care Assistant, Autism Support Program. effective September 24, 2021. Reason: Personal.
- **BRIAN GRIFFITH,** Director of Educational Services, Educational Services Team, effective December 23, 2021. Reason: Retirement after more than 17 years of continuous CAIU service.
- > VICTORIA JACKSON, Personal Care Assistant, Autism Support Program, effective June 4, 2021. Reason: Personal.
- > MARY TROAIN-GERMANN, Program Assistant, Administrative Team Business, effective September 10, 2021. Reason: Personal.
- > KIMBERLY KELLEY, Educational Paraprofessional, Autism Support Program, effective June 7, 2021. Reason: Personal.
- MICHELLE LEHMAN, Head Cook, Student Services Team, effective June 4, 2021. Reason: Personal.
- > SHANNON MELLOTT, Certified Occupational Therapist Assistant, OT/PT Program, effective June 4, 2021. Reason: Personal.
- > ALLISON WOLF, Program Assistant, CAOLA Program, effective August 13, 2021. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- > CYNTHIA BALESTIER, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, CATES Program with base salary of HS+48, \$26,205.75 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the CATES budaet.
- > EMILY BENNETT, part-time Cafeteria Worker, Student Services Team, effective date to be determined. Employee will be paid at the rate of \$13.50 per hour. This is a replacement position funded through the Food Services budget.
- > HALEY BURKHOLDER, Accountant, Administration Team Business, effective date to be determined. Base salary of \$55,913.45 for 260 days of service will be prorated based on the number of days worked through June 30, 2022. This is a replacement position funded through the General Operating budget.
- > **DEEPALI CARLSON**, Human Resources Generalist, Administration Team HR, effective date August 11, 2021. Base salary of \$55,863.81 for 260 days of service will be prorated based on the number of days worked through June 30, 2022. This is a replacement position funded through the General Operating budget.
- MARILLA CLAY, Program Secretary, ANPS Program, effective date to be determined. Base salary of \$34,934.75 for 260 days of service will be prorated based on the number

- of days worked through June 30, 2022. This is a new position funded through the ANPS budget.
- > MARIENA DECKER, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Autism Program with base salary of HS, \$24,182.25 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the Autism budget.
- **EBONE JACKSON**, Paraeducator, effective date to be determined. Assignment: Mental Health Worker, Student Services Team with base salary of MHW Bachelors, Step 8, \$39,702 for 190 days of service with additional new hire days as required. This is a new position funded through Student Services budget.
- > **JOCELYN KREISER**, Temporary Professional, effective date to be determined. Assignment: Speech and Language Clinician, School-Age Speech Program with base salary of Masters, Step 3, \$53,639 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the School-Age Speech budget.
- **KATHRYN LACOCO, Professional, effective date to be determined.** Assignment: Teacher, Emotional Support Program with base salary of Bachelors, Step 13, \$66,473 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- > SARAH LATIMER, Professional, effective date to be determined. Assignment: Occupational Therapist, OT/PT Program with base salary of Masters+60/PhD, Step 5, \$60,881 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the OT/PT budget.
- > KAYLA LINGLE, Professional, effective date to be determined. Assignment: Social Worker, Diakon Center Point Program with base salary of Masters, Step 8, \$59,653 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the Diakon budget.
- ➤ MEGAN LOOMIS, Intern, Student Services Team, effective August 24, 2021 June 2, 2022. Hourly rate will be \$14.00. This is a temporary intern position funded through the Classroom budget.
- > JILL MARSHALL, Program Secretary, CAOLA Program, effective date to be determined. Base salary of \$34,934.75 for 260 days of service will be prorated based on the number of days worked through June 30, 2022. This is a replacement position funded through the CAOLA budget.
- > ERIN MINICK, Professional, effective date to be determined. Assignment: Educational Consultant, Training and Consultation Program with base salary of Masters+30, Step 15, \$76,845 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through CSPD/TAC budgets.
- > EMILY MUSSER, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Early Intervention Program with base salary of HS+48, \$26.205.75 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.
- > JACQUELIN PALMERI, Professional, effective date to be determined. Assignment: Teacher, ANPS Program with base salary of Masters, Step 7, \$58,078 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the EANS/ANPS budget.

- > SHAYNA PARRISH, Professional, effective date to be determined. Assignment: Social Worker, Student Services Team with base salary of Masters, Step 1, \$52,639 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through EC Pupil Services and ELECT budgets.
- > **JAMIE POPP**, Professional, effective date to be determined. Assignment: Teacher, Autism Support Program with base salary of Masters, Step 12, \$67,269 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through Autism budget.
- > TREVOR SAYLOR, Professional, effective date to be determined. Assignment: Educational Consultant, Educational Services Team with base salary of Masters+30, Step 10, \$64,047 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through Professional Services budget.
- **BRYAN SMITH**, Temporary Professional, effective date to be determined. Assignment: Teacher, CATES Program with base salary of Bachelors, Step 4, \$51,112 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through CATES budget.
- **REBEKAH TSCHOPP**, Intern, Student Services Team, effective August 24, 2021 June 2, 2022. Hourly rate will be \$14.00. This is a temporary intern position funded through the Classroom budget.
- > LAUREN TRUE, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Early Intervention Program with base salary of HS, \$24,182.25 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.
- > TAYLOR TYNEWAY, Temporary Professional, effective date to be determined. Assignment: Behavior Consultant, Autism Support Program with base salary of Masters, Step 5, \$55,321 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.
- > JAMIE VANMETER, Professional, effective date to be determined. Assignment: Social Worker, ANPS Program with base salary of Masters, Step 11, \$65,168 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through ANPS budgets.
- > KAITLYN ZIMMERMAN, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, ANPS Program with base salary of HS+48, \$26,205.75 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the EANS/ANPS budget.

CHANGES OF STATUS:

- > JULIE GUNTER, Educational Paraprofessional, from inactive to active status due to the rescinding of her resignation, effective August 23, 2021.
- > SCOTT KENNEDY, from Technology Support Specialist to Systems Administrator, Technology Team, effective August 26, 2021. Change of status results in a change of salary to \$53,957.89 for 260 days of service and will be prorated based on the number of days worked through June 30, 2022.
- > TIM KOHLER, from Technology Support Generalist to Technology Support Specialist, Technology Team, effective August 26, 2021. Change of status results in a change of salary to \$42,464.56 for 260 days of service and will be prorated based on the number of days worked through June 30, 2022.

HILLARY WILLIAMS, from Program Assistant, PAGES Program to Program Coordinator, ANPS Program, effective August 30, 2021. Change of status results in a change of salary to \$41,704.05 for 260 days of service and will be prorated based on the number of days worked through June 30, 2022.

CHANGES OF SALARY:

- > **ASHLEY HALE**, Payroll and Data Coordinator, Administrative Team Human Resources, effective July 22, 2021. Change of salary to \$48,618.70 for 260 days will be prorated based on the number days worked through June 30, 2022. This change is due to an increase of duties assigned.
- > **JENNY MORRIS**, Personal Care Assistant, CATES Program, change of salary due to verification of previous completion of HS+48 credits, effective for the 2021-2022 school year. Salary will be based on a HS+48, \$26,205.75 for 190 days of service.

CAIU: PRACTICING COURAGEOUS CONVERSATIONS



Did You Know?

ANDRIA SAIA

Have you ever thought about going to college to pursue a degree? Might college coursework be a strategy for your performance or growth goals this year? Did you know that the CAIU will pay for you to go?

CAIU has long supported the personal and professional development of our staff. One way this is demonstrated is in the availability of tuition reimbursement for continuing education. CAIU Board Policy number 333 states that "All full-time employees shall be eligible for tuition reimbursement. Act 93 and Bargaining Unit members should consult their respective agreements for tuition reimbursement information."

Why consider getting a free college degree? There are many proven benefits to having a degree. Research has consistently demonstrated that higher earning potentials come with a college degree, as do better career opportunities and increased marketability.

Are you dissuaded because you don't have the money to pay for college courses and wait to get reimbursed? I have fantastic news!! Because the CAIU will reimburse for the cost, many, many colleges and universities including those that are local and online will defer the cost of courses until reimbursement.

Just imagine all the possibilities!

Want to read more?:

https://caiu-employee.caiu.org/welcome/human-resources/hr---fag's

https://www.forbes.com/sites/michaeltnietzel/202 0/01/15/new-evidence-documents-that-a-collegedegree-pays-off-by-a-lot/?sh=49d2a2e3a984 https://www.educationcorncom/benefit-of-

earning-a-college-degree.html

https://www.northeastern.edu/bachelors-

completion/news/is-a-bachelors-degree-worth-it/



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CAIU Arts in Education residency - PossibilARTies



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IN THIS ISSUE

CAIU: BRAVING COURAGEOUS CONVERSATIONS

ANDRIA SATA

Conversations about our differences, whether it be race, ethnicity, gender, religion, etc. are potentially uncomfortable. Maybe even explosive. We all have different lived experiences, we have a full continuum of strong opinions, we carry within us the thoughts and "facts" of many generations, all compounded by what we hear on our choice of news stations, and what the social media algorithm presents us. If you are not someone identifying outside

the dominant culture (typically white, heteronormative), you are likely far more comfortable avoiding the topic altogether. No matter where you are on the spectrum of thought around these topics however, I hope there is room for the possibility that engaging in these tough conversations is critical to creating a more just, diverse, equitable, and inclusive world.

We are in a tough, uncomfortable place, but we can choose to work towards a better future. The way forward is in creating agreements on how to engage and sticking to those agreements. While the following proposed agreements stand in contradiction to the idea that "we should not be talking about this," they set the groundwork for future that ALL people deserve.

Stay Engaged. The first time, and every time thereafter, until we have created a culture of dialogue, do your best to engage in discussion about the uncomfortable topics. Even as the content deepens, maybe gets more personal and feels riskier, no matter how difficult, stay engaged. We may want to choose silence, for fear our comments will be misconstrued, or because we feel it is unsafe to give voice to your thoughts. Instead, be aware of your feelings. Share them, and your thoughts. Silence is the antithesis of the critical work we are doing to create a better world. This agreement takes practice and evaluating your own personality type to remain engaged. Selfawareness is necessary here.

Expect to Experience Discomfort. Staying aware of your feelings, you will notice discomfort. It is normally the cue to disengage. Discomfort is a hallmark of courageous conversations, as we learn the perspectives of others and uncover our own, as we realize and admit we don't know it all, and what we thought we knew may have never been true. We will experience moments in which we disagree. We will experience cognitive dissonance as we question the validity of our own beliefs. We must not retreat from the discomfort of opposing points of view. Instead we have to consider leaning in, and encourage self-examination while we let beliefs that no longer serve us to fall away. Speak your truth especially when you fear no ewill understand you. Four nor will understand you. Four truth may very well contain the exact words or ideas that help someone else define what they're experiencing in their own life, foure NOT alone in what you're feeling or experiencing in this world, be the woice that brings people together.

Speak Your Truth. A courageous conversation requires the honest exchange of thoughts and feelings. Many beliefs we hold as truth, are in fact misconceptions. As Brené Brown advises, to live your values, "never be silent about hard things." It is only

through this honest dialogue that we truly understand one another. When you are unsure about what someone else has shared, do your best not to fill in your own details, judgements, or perspectives. Be curious. Ask "can you tell me what you mean when you say " or "is it possible to say more about that?"

Expect and Accept a Lack of Closure. As much as we all want a definitive answer or result, courageous conversations rarely provide resolution. Consider that we are not working for a final answer, rather we are working along a continuum to improve the world in which we live.

I think we can all agree that progress rarely happens absent a challenge to the status quo. Our commitment to our students, our communities, and to each other requires we engage in courageous conversations. Just like all learning, it is unlikely we will ever be done, but if we stay engaged, get comfortable with the uncomfortable, and commit to honest dialogue we will succeed in creating a better environment for ourselves and our students.

Want to read more?:

https://www.courts.ca.gov/documents/BTB 23 PRECON Make It Plain 2.pdf https://tinyurl.com/2wbbjyb4

https://www.cultofpedagogy.com/courageous-conversations-about-race/

Message from the Executive Director



ANDRIA SAIA

Are you Happy? Behavioral Scientists have studied what makes us happy, and the positive impact of being happy on health and



longevity. If you are not positive that your answer to the questions is "Yes!," there are things you can do to up your happiness quotient.

Vanquish Negative Thoughts. Humans underwent an evolutionary adaptation that makes us "over-learn" and ruminate on the negative as a way of helping us to avoid dangerous situations and react more quickly the next time we encounter them. When we faced wild animals regularly, this adaptation served us well. Now maybe not so much. So what can you do? There is no way to just tell your brain to "stop," so instead use your power to think to challenge the thought. Ask yourself the following questions:

- What is my evidence for this thought?
- Is it possible I misinterpreted the situation?
- How might I view this situation if it happened to someone else?
- How can I re-write how I see this?

Find Your Happy Place. Engage in work that is satisfying, where you get to use your strengths in the service of something larger that you are. Do your best to live in a happy place and find time to spend in nature. Surround yourself with social support, take care of your health, and be generous in every wav vou can.

Spend time with Happy People. Studies consistently link our own happiness with that of others. Each additional happy friend increases your happiness by nine percent! Pets also contribute to our health, with pet owners being happier and healthier than non-pet owners. The overall lesson is to increase your social connections with happy people. For the same reason, you should avoid contact with negative people - the complainers and the gossipers and the people that bring down your mood.

Find Purpose at Work. Seek out work that is satisfying and motivating. Take advantage of opportunities to develop new skills. Build your social network, developing relationships with your work peers. Remind yourself when you are busy or harried, why you chose that job, what you love about it. Connect your work to your values. Take a collaborative approach that increases the visibility of your achievements. Think deeply about how increasing happiness adds to our vision, mission and values.

Want to read more?:

https://www.nytimes.com/guides/well/howto-be-happy

https://tinyurl.com/th9putf2

CAIU: Living Our Vision, Mission, and Values

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

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



Several preschool classrooms held

in July for children

transitioning to

went through the

were eligible to

"graduation" ceremonies

Kindergarten. This past

transition process and

transition to school age

programming for the 2021-22 school

school year, 931 children

Core Values:

- **Dedication**: Committed to the well-being of students, peers, teams, and organizations. Passionate about achieving our Vision
- Partnership: Establishes trusting relationships; models accountability; respects and values diversity; responds to the needs of others.
- Innovation: Flexible and nimble; creative solutions; explore new ideas; identify possibilities.
- Service: Committed to serving others; responsive; live our Mission.
- Leadership: Take ownership; committed to support and growth; courageous, conflict resolution.
- Expertise: Committed to learning, development and sharing best practices; collaborates to build capacity; delivers high-quality services. Be great.

Team Updates

Student Services



ANDREW MCCREA



Jenna Adams, a local counselor for Grand Canyon University (Online Division) for Perry County, hosted a teacher appreciation event for the Preschool EI Class staff at Carroll Elementary on July 22. The staff were treated to a Pizza Party for lunch. Jenna

said, "After this year, teachers deserve extra appreciation!"

year. Based on this data:

Social Emotional Learning with Mr. Music

Teachers from our school-age and early intervention programs recently participated in training with our BrightNow! partners. The training was titled "Hear My Voice: Songs from BrightNow! Social-Emotional Wellness Toolkit Music, Movement, and Social-Emotional Wellness: PreK-6"

During the week, teachers worked with Leann Cox, Lenny Tepisch, and Bob Welsh to learn about tools to help students navigate stress, trauma, and crisis. Teachers received a \$500 stipend for attendance and learned how to teach social-emotional skills through music and art. The feedback from teachers has been overwhelmingly positive as one of the most fun and engaging professional development sessions they have attended in a long time! The PD sessions were a result of the work CAIU is doing through CASTL. The training was funded by generous grants from Anne M & Philip H. Glatfelter Foundations, Children's Home Foundation, and Whitt Family Foundation. These grants are also funding future PeaceBeat programming in our school-age and early intervention programs. The student services and BrightNow! Teams are looking forward to a fun year of partnering to increase access to music and art for our students!

- 5% of these children were dismissed from services prior to transitioning.
- 8% of these children are expected to enter kindergarten not needing any special education services.
- 7% of these children will remain in Early
 Intervention for an additional year at parental
 choice





We wish all of our children and families continued success as they transition to Kindergarten.



Tech Services



DAVE MARTIN

Emergency Connectivity Fund - Lessening the Digital Divide

The use of technology in the classroom has been consistently increasing from year to year. As a region, our districts have done an amazing job integrating technology into their curriculum. They've added devices (laptops/tablets/etc.), provided sufficient Internet to accommodate the increased technology demand, trained staff, purchased software and added wireless access throughout district buildings. Every district in our region has embraced technology in the classroom, and it has positively impacted the educational process. While students are at school, all of the above-mentioned resources are readily available to every student. And while we've had to overcome many obstacles to get where we are today, the pandemic brought an unforeseen issue to the forefront: The need to eliminate digital inequity, by meeting the needs of our students who lack sufficient technology access outside the classroom.

This year, the Federal Communications Commission (FCC) created the Emergency Connectivity Fund (ECF). This \$7.17 billion-dollar fund is intended to help schools and libraries provide broadband Internet connectivity and devices to students who may have been unable to participate in remote and online learning from their homes. Schools were able to apply for funds to help purchase mobile MiFi devices, laptops, and monthly Internet connectivity costs. Through the fund, schools could also work with telecommunications providers on a more long-term solution - building out Internet connections to homes that currently have no or inadequate service available. As leaders, we need to keep our focus on proper digital equity practices. By solving our digital equity issues, we will help empower students and give each one a better chance at succeeding in life's endeavors.

The CAIU recently led a consortium effort to apply for ECF money to help move the needle on our digital divide. We had eleven school districts participate in a consortium application for a fiber build out to identified, underserved students. Each district had to survey their families to see who lacked sufficient access to technology while at home. The CAIU worked with Penn State University (PSU) and some members of Pennsylvania Association of Intermediate Unit (PAIU) to develop a statewide survey schools could use that would meet the ECF requirements. The districts and the CAIU used this data to apply for funding and are hoping we are awarded enough to make an impact in our region.

Overview of ECF Survey Data for our 11 Districts:

- 673 families responded to survey indicating they did not have broadband access
- 255 families of the 673 families have broadband to their home but do not subscribe to the service
- 418 families of the 673 families do not have the capability to have broadband access to their home
- 47 of the families, identified by telecommunications providers, that can receive fiber to their house for broadband as part of ECF
- \$1,407,712.60 The ECF funding request that was submitted, to run broadband to the 47 identified homes

This still leaves 371 homes with inadequate broadband access. Due to the short timeline, telecommunication providers were not able to provide all of the information necessary for the initial ECF request. We are continually working with the providers to obtain these quotes and are hopeful more funding is made available to help solve the digital divide in our region.

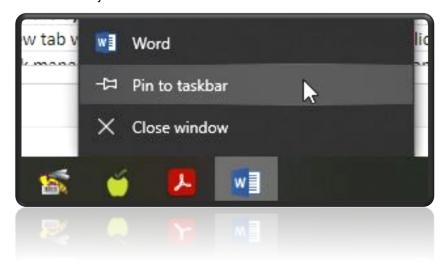
Tech Tip of the Month

If there is a program in Windows 10 you use a lot, you can pin it to your taskbar so it always within close reach. Pinning a program to your taskbar becomes very handy when you are between applications a lot.

To do this, follow the steps below:

- $1. \ \, \text{Right click on the application you want to pin}$
- 2. Click on pin to taskbar

Now this program will always be one click away!



Educational Services



BRIAN GRIFFITH



The CAIU is thrilled to announce a collaborative mini-grant opportunity that will focus on increasing regional school capacity in the area of **INSTRUCTIONAL COACHING**.

Regional instructional coaches have been without a mentor, network, and support system since funding from PDE ceased. Additionally, instructional changes

funding from PDE ceased. Additionally, instructional changes due to the impact of COVID have made it extremely challenging for instructional coaches to help make teachers and students successful. Ongoing instructional coach learning and feedback have been lacking over the past year, even non-existent in certain educational communities. Providing coaches with an option for networking with IU support would open up collaboration and reflection amongst coaches in the IU's footprint.

The **CAIU** Instructional Coaching Collaborative has earned \$36,000 in Innovation Grant funding to assist LEAs to offset the cost of mentor services and coaching collaboration. This will allow LEAs to ease the cost of the network over the next three years. Using the grant funds, each LEA is eligible for up to \$1,000 in year one and up to \$500 in year two. Three differentiated Tiers of Support are offered to LEAs. Additional virtual and face to face mentoring is available, along with the option to participate in regional conferences.

Interested LEAs are asked to apply for the mini-grant by Wednesday, September 1. A Letter of Intent is also required for participation that will be due by October 1, 2021. Questions? Contact Scott Snyder at scsnyder@caiu.org for additional information.



CAOLA is ramping up for a fantastic year! We set all kinds of records in 2021-2022 and grew by over 300%. By the end of June, CAOLA educated over 40,000 students! The CAOLA team has been busy this summer, serving the most significant summer school population to date. Between June 1, 2021, to August 1, 2021, CAOLA served 4,717 students taking 12,663

courses. We experienced a 176% increase in students served during summer 2021 compared to the summer of 2020. Despite this significant increase, the summer school program was very smooth-running, thanks to the dedication of the CAOLA helpdesk and team. We are very proud that we offered summer school opportunities for students and helped them complete a challenging school year.

Additionally, CAOLA continues to grow in membership. We have welcomed IU11 to the CAOLA family and, so far, an additional 18 new LEA's. Part of our support to schools is to assist in the marketing of their online programs. This year we will be offering monthly Virtual Open Houses for current and prospective students. The next open house is on August 26 at 7 pm. Anyone interested in learning more about CAOLA is welcome to attend. Register here: https://bit.ly/caolaopenhouse8-21



Two Community Art Exhibit Spotlights!

August 4th was the opening reception for the art exhibit "PossibilARTies" at the Jewish Federation of Greater Harrisburg (JCC). This exhibit

was the culminating event of a five-month CAIU Arts in Education Residency. Residency artist, Cheryl Kugler,

worked with members of the JCC'S Senior Art Club to create the artwork on display. As part of this "creative aging" residency, the class studied multiple artists, artists' techniques and then created their own artwork based on those lessons! The residency was supported in partnership by



the Pennsylvania Department of Aging and the Pennsylvania of the cracks to make the mosaics final.

Please see our video creation during this project at our YouTube Channel, Capital Area Intermediate Unit.

This three-week residency would not have been possible without the CAIU and Pennsylvania Council on the Arts partnership. We are excited for the start of the 2021-2022 school year and can't wait for the projects that begin this September.

Is your school or community interested in hosting a residency? Reach out to Beth Cappello at ecappello@caiu.org to schedule yours for this school year! Council on the Arts.

August 6th was the opening reception for the art exhibit "Lunchbox Moments" at the Carlisle Arts Learning Center (CALC). Lunchbox moments are the formative occurrences in many Asian American's lives where a traditional Asian meal is eaten at school or home, and the meal elicits some sort of reaction, whether it be positive or negative. This exhibit was the culminating event of a two-month CAIU Arts in Education

Residency. Residency artist, Amie Bantz, worked with members of the (Asian American and Pacific Islander (AAPI) community to create the lunchboxes that are on display. The residency affected school-age students as well as adults in the AAPI community. This





exhibition serves as a reminder that each of us has the power to be kind, accept, and uplift regardless of differences. The exhibit will remain on display at CALC until September 18th, 2021. Please feel free to see the amazing artwork that was created

Summer Camps

Our Summer Camps program offers a variety of fun, engaging, and hands-on educational camps led by experienced and certified educators throughout our region. This summer, we provided 21 camps and had 222 campers

attend over the span of 5 weeks. We offered a wide variety of camps ranging from campers exploring the fun of STEAM, to learning the basics of cooking. In addition, campers learned how to play the Ukulele and become diverse by learning American Sign Language.





Arts in Education

Over the span of three weeks, campers from the CAIU Summer Camps program worked closely with local glass artist, Linda Billet, through an artist residency from the Arts in Education partnership between the CAIU and

Pennsylvania Council on the Arts. Campers worked diligently to put together two beautiful pieces of art made with glass. One piece is hanging at Mountain View Middle School in Cumberland Valley School District, where Principal Jeff Hosenfeld hosted the pieces to be created. The other will hang in the front lobby of the CAIU for the community to see.

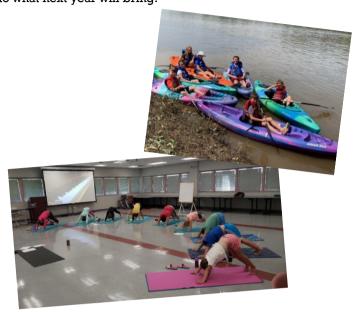
The first week of campers consisted of high school students who created magnificent designs on the smaller tiles in the mosaics. The second week of campers consisted of students from 4th to 7th grade. This group took the smaller tiles created from the first

group and placed them into the designs of the mosaics. Our last week of campers consisted of students ranging from Kindergarten to 3rd grade. These campers glued the background pieces for the mosaic down and grouted each



When asked to describe the camps they attended, our campers' most used words were fun, awesome, and happy! Not only did we offer these camps to everyone this year, but the CAIU also provided scholarship opportunities for its staff. Forty-four staff members took advantage of the scholarship opportunity and registered their children or grandchildren to attend the summer camps program.

Our team loves having the campers attend and look forward to what next year will bring!



Business Services





On a beautiful Thursday in early August, Champions for Children hosted the 24th annual charity golf tournament at Cumberland Golf Course.

The event was a major success once again to due to the hard work by our golf tournament chair, Dan Conway and the many volunteers

that helped. The annual golf tournament is by far the largest fundraising event for Champions for Children, raising around \$10,000 this year alone.

Our participants ranged from active CAIU Board Members, CAIU past and present employees, vendor partners and superintendents from member school districts just to name a few. The money raised on this wonderful day gets reinvested in the students that are being served in our region. For more information on Champions for Children, please check out the IU website: https://www.caiu.org/community/opportunities-foreveryone/champions-for-children.



Please keep your eyes open for a save the date for next year, it will be our 25th annual golf tournament and we are going to try to raise more money than ever before!

HR & COMMUNICATIONS



TOM CALVECCHIO



To Our Valued CAIU Staff:

Welcome back for the 2021-2022 school year! We hope you had a restful summer and enjoyed some down time with family and loved ones. As we prepare for another year to begin, we are aware that it is

once again under the most unique circumstances.

We know that feelings exist about health and safety, and your feelings and concerns are very real. School systems across the Commonwealth were once again tasked with creating plans to keep staff and students safe, and we have done our level best to create plans that maximize student instructional time and inperson instruction. The Command Response Team and HR Team have worked hard to create plans based on the most up to date

Welcome to our new Administrative Services team members!



Emily Veronikis- Digital Marketing. Emily joined the team on August 2, 2021. Harrisburg native Emily Veronikis is a graphic design and marketing professional who has spent more than 20 years in the marketing/news industry. Emily is married to Eric Veronikis, also a marketing professional, and is the mother of two children, Sophia, 10, and Ethan, 9. Her other child is a fur baby (dog) named Teddy, who is the real boss of the household.

An iced coffee and chai latte connoisseur, Emily enjoys spending time with family, gardening, cooking/baking, and watching true-crime shows. Emily boasts numerous industry accolades and is a four-time winner of the Pennsylvania NewsMedia Advertising Award. Odds are that if you read the

guidance and will continue to change them when necessary, as demonstrated throughout the year. Please know that we are here seen some of Emily's handiwork. We are excited to have Emily to assist you with any concerns and questions that you may have. on board, and look forward to her creative expertise! There will inevitably be times where the guidance we must give is different from the guidance you had hoped to receive, but we will be committed to being as supportive and understanding as

By now, or very soon, you will receive information about return to work / school. The CAIU Health and Safety Plan has also been revised and sent for Board approval at the August BOD meeting. Please review these documents carefully and reach out to us if you have any questions that cannot be answered by your supervisor. You can also email communications@caiu.org at any time, or reach out to someone on our HR team.

HR team contact info:

Irma Baughman, HR Manager: ibaughman@caiu.org or (717)-732-8455

Jennifer Neusbaum, HR Coordinator: jneusbaum@caiu.org or (717) 732-8638

Colleen Bushman, HR Generalist: cbushman@caiu.org or (717)

Deepali Carlson, HR Generalist: dcarlson@caiu.org or (717) 732-8454

We know that returning to work will be challenging for some. Please know that we are here to help and offer you clear guidance as we begin to do what we do best, support our students!



newspaper, watch TV, or browse social media, that you have



Deepali Carlson- Human Resources Generalist. Deepali joined the HR team on August 11, 2021, and comes to the CAIU from the Cleve J. Fredricksen Library in Camp Hill, PA. Deepali and her husband, a fellow educator, live locally in the Enola region. Deepali brings a great deal of knowledge to the HR team, and has experience with recruiting, onboarding and talent acquisition.

Aside from her many skills as an HR professional, Deepali is kind and motivated by innovation and making relationships with her co-workers. For fun, Deepali loves to play pool, and has competed locally and regionally. We are so excited to have Deepali on our HR and CAIU Leadership teams!

Colleen Bushman-Human Resources Generalist. Colleen returned to her CAIU roots in HR on June 26, 2021. It was a difficult decision to leave Educational Services team but she is excited to contribute to the world of HR. Colleen lives in the Mechanicsburg area along with her husband and two Weimaraners. She has two daughters: Maddie who is in college at West Virginia University, and Emily who graduated college and is living in Arlington, Virginia. Colleen enjoys spending time with family and friends. Her favorite thing to do is float in her parent's pool and visit with her children. We are so excited that Colleen is back in the mix, and look

forward to her contributions to the HR family!



Please help us welcome our newest staff members by saying hello if you see them out and about. We are excited that they have joined the CAIU team!

CAIU Compliments

CAIU STAFF IN ACTION



Karen Wronski; Speech Therapist in the Preschool Program - I have had the pleasure of working with Karen as part of a classroom team for several years now. Karen is fun to be around and a true expert in her role as a

speech pathologist. She is dedicated to helping each and every one of our preschoolers in the class gain access to the right communication systems to facilitate their ability to effectively communicate. She is quick to take the necessary steps to assist families receive AAC devices through programs like Variety and Andrew's Gift. In addition to working in the classroom Karen facilitates the Hanen Program-More than Words-helping families learn effective strategies and better understand the sequential steps to take to help their child communicate. With effective communication comes a decrease in frustration. A



Hillary Williams, Program Assistant - Hillary has been a fabulous team member to the Summer Camps team. Hillary's excellent attention to detail is what makes our Summer Camps program the success it is. She works hard to make sure each

camp runs smoothly by ensuring the facilitators have the supplies they need and the campers are enjoying their experiences. Hillary makes personal connections and relationships with the facilitators and the campers. The campers enjoy seeing her each day and are excited to have her as someone to go to for help when they need it. Hillary is an essential member to this team and I am happy to work with her and have her on it. Thank you, Hillary for always being amazing! ~ Beth Cappello, Special Projects Coordinator



Beth Hoffman - Mary Jane Fledderjohn -Elizabeth Harding - Michele Dempsey - Lisa McCarty - Lisa Brittingham - Stephanie Kramer -Julie Davidson-Stephanie Kleese - Stacy Paul -Tara Keiner - Cheryl Straw- It does take a

village...to cover open caseloads from two EI SLP positions! Many, many thanks to the following staff for graciously rising to

decrease in frustration brings about a child who demonstrates improved prosocial behaviors and the ability to share ideas, ask for what they want and begin to really understand the power of their voice. Karen's ability to know how to provide for each student what they need to be "Talkers" improves the quality of life for each of our students and their families. What a gift! I feel proud to call Karen my colleague.~ Joyce Shellem; Special Education Teacher; Preschool Program



Julie Beaver - Julie and I have shared a very challenging virtual student this year. Prior to the June break, amongst the chaos typical June/Summer paperwork, Julie quickly held a team meeting when requested to make changes PT and

OT felt very strongly would be beneficial. She has such respect for the other staff in varying roles who support her as a teacher that does not go unrecognized. We then held a co-treatment in person for this student, during which she was willing to accommodate without thinking twice when the family was late. She responded so well to this particular child's needs and led a fantastic session with him. It is so nice to work with such a caring team player and she has such a heart to always work towards what is best for her students~ Emily Robenolt

the challenge to add students from these open positions in order to provide speech therapy services from February through July: Beth Hoffman, Mary Jane Fledderjohn, Elizabeth Harding, Michele Dempsey, Lisa McCarty, Lisa Brittingham, Stephanie Kramer, Julie Davidson, Stephanie Kleese, Stacy Paul, Tara Keiner and Cheryl Straw. Thanks for your commitment to our students and program! #ChangingLives ~ Jennifer Lyden and Meghan Harvey, El Speech/Language



Tim Kohler, Technology – Tim has been a great help in preparing for the arrival of a new staff member on the Admin team. Tim had to navigate the moving of offices, and numerous requests to fit the technology setup in before our new staff begins.

Tim and team were able to complete the request for us two days early! Much appreciated ~ Dr. Thomas M. Calvecchio



CAIU Leadership - I want to express my gratitude for the leadership team of the CAIU. It has been a privilege to work with all of you over the last five years. Having the support of so many qualified people to develop and reach the goals of this

organization has been an awesome learning experience! Setting the example from the top about the importance of the work we do translates into everyday actions that change the lives of our students, their families, and our community. Thank you and keep up the great work! ~ Kathy Gottlieb, Program Supervisor

#begreat

#changinglives

CAIU Wellness

As we start the school year, the circumstances around the pandemic continue to change. Unfortunately, COVID appears to be making a comeback with new variants shutting down places and some health organizations encouraging vaccinated folks to mask up again.

As most of us are back in the office & classrooms, you may wonder what you can do to prepare and how you can help keep yourself and your coworkers safe and healthy. We all have a shared responsibility in staying well and comfortable in the workplace. Here's what you can do now!

Practice Prevention Efforts

Prevention can go a long way in keeping your staff well at work. Proactive measures like <u>handwashing</u>, sanitizing, and physical distancing can all prevent the spread of COVID and other germs.

A few prevention practices worth keeping up:

- Keep hand sanitizer on hand Wherever you can, keep alcohol or sanitizers throughout the office, in your car, in your purse or pocket, etc. as a reminder to keep hands clean.
- Follow the usual guidance and stay informed Physical distancing, handwashing, and mask-wearing are all excellent prevention measures, not just for preventing the spread of COVID, but also germs in general. Be sure to read our Health & Safety plan and current guidance found HERE on our website.
- Set a daily reminder to clean-up create an automated outlook reminder that goes out toward the end of the day to wipe down your phones, desks, keyboards, mouse, and chairs.
- **Be mindful** Even vaccinated employees should be mindful of COVID updates and new variants. That may mean masking up in crowded places. Reportedly, some vaccines are not as effective against certain variants. Vaccines are NOT a guarantee of total protection against infection. You are only safe from severe symptoms and death, but you are not spared from getting infected and becoming infectious to people around you.

Stay Well at Work Beyond the Pandemic

Again and again, <u>research shows</u> those with certain medical conditions and comorbidities are at higher risk for developing complications if they catch COVID.

It is very important to continue these healthy habits:

- Exercise daily
- Eat a well-balanced diet
- Get enough sleep each night
- Reduce and manage stress levels
- Keep and attend well visits and physical appointments





While certain health conditions aren't preventable, many are, including obesity, which can further complicate a COVID case. Stay on top of your health and keep your immune systems strong.

This year has been unlike any other when it comes to the overload of information about staying healthy and well. But one aspect that has stayed the same: The need for a strong immune system. Whether it's cold and flu season or another virus floating around, experts can all agree on the fact that a healthy immune system is what gives a person the best chance at staying well.

Want to boost your immune system? Join our Simple 4-Week Immunity Booster Challenge Coming this Fall!

The 4-Week Immunity Booster Challenge is an opportunity to help you discover lifestyle choices you can make daily to keep well. The beauty of this challenge is it can be done in-house or remotely as it works well on the honor system and with simple check-ins for accountability. During this 4-week challenge, participants can unlock the keys to keeping your immune system strong through cold and flu season and beyond.

https://www.totalwellnesshealth.com/

Here are a couple other resources for you to check out:

- How to Prevent Germs From Spreading at Work
- Clean Hands, Clean Office: The Importance of Handwashing at Work



2021-22 Strategic Plan -Over the summer, Cabinet and the Leadership team engaged in Strategic Planning for the IU. The 2021-22 Strategic Plan will be presented for approval at the August Board meeting. Throughout the year, think about how your work

can bring life to our Vision, Mission, and Values every day!

2022 All Staff Day - Friday, January 14, 2022 at Spooky Nook. More information coming soon!

- CAIU Fall Festival October 30. 2021@11am - 4pm. Lots of food, flea market booths, contests, and fun for kids: trunk-or-treat, pony rides, face painting, pumpkin painting, and lots
- Service Projects CAIU staff are encouraged to give back to the community by participating in a CAIU Service Project. These projects must be completed after July 1, 2021 and on or before All Staff Day in January 14, 2022. In exchange for your participation, you get the afternoon of All Staff Day off! Details and Project Form can be found on our website **HERE**.

OPPORTUNTIES FOR GROWTH

The best project you will ever work on is you! Take some time to explore all the ways there are to grow - personally and professionally.



Here are just a few upcoming sessions:

- A Historic View of the American
- CAOLA Advisor, Admin, and Teacher Trainings
- **High Impact Strategies**

"Change in inevitable, but transformation is by conscious choice." ~ Heather Ash Amara

- Hear My Voice: Songs from BrightNow! Social-Emotional Wellness Toolkit
- Wilson Reading System Workshops

Log into Frontline for the complete list of upcoming Professional Development Opportunities.

For instructions on how to register, please see our website HERE

Help Wanted!

Do you want to know what positions are open at the CAIU? Below is a list and a link to our application portal.



Maintenance/Custodial (1)

Second Shift Full Time Custodian

Support (4)

PT Cafeteria Employee Program Assistant, Online Learning

> "The only way to do great work is to love what you do. If you haven't found it yet, keep looking. Don't settle." - Steve Jobs

Paraprofessional (10)

Educational Paraprofessional (EPP) - Autism Educational Paraprofessional (EPP) - Preschool Educational Paraprofessional (EPP)/LPN Educational Paraprofessional (EPP)/Mental Health Worker Educational Paraprofessional (EPP)/Personal Care Assistant Educational Paraprofessional (EPP) – Hill Top Academy

Professional (10)

Anticipated Social Worker/DEI Consultant - ANPS Certified School Nurse Social Worker - Itinerant Support and ELECT EI Speech-Language Pathologist - PT **Emotional Support Teacher** Special Education Teacher (4) Link to CAIU Job Search:

https://www.applitrack.com/caiu/onlineapp/

Know someone looking - please share!



State of the Union



Welcome Back!!!!!!!

I hope that you had a restful summer and are ready to get back at it for the 21-22 school year. I'm not sure where the time went, it must have slipped past on my drive back and forth from band camp. J As much as I wish Covid was a thing of the past, it is still here and still very much on all of our minds. Please know that we are working with Administration to keep all of us healthy and at work. There have been changes to the reopening guidelines. If you have questions please reach out. My email is probably the fastest way to reach me.

Now for the fun. I've decided to write a short "You Can't Make this Stuff Up" story each month featuring crazy things around our farm. Last week I found an injured chicken in front of the barn and decided to bring her in the house because she didn't look good. I held her for an hour or two and then needed to run and errand so I gave her to my 13 year old son to hold. All good right??? Well 15 min later I get a frantic call that our chicken freaked out and was now unconscious or dead. Not much I can do from Walmart so I called my oldest 18 year old son who was I floor up from this. Zack confirmed that the chicken was in fact dead and oh by the way he pooped on Jake. So now I had Jake sad about the chicken and disgusted with his shirt. Zack came through in the end and got the chicken into the garage to be buried the next day and Jake's shirt in the laundry room. Farm life has certainly taught my kids a lot but I think they are better off for it. So enjoy each day, hug your friends and family and live your best life.

Michelle Sholder CAEA President msholder@caiu.org

Do you have a story for ALL IN!? Do you know a member of the CAIU family we should recognize? Please send all stories and ideas to communcations@caiu.org