

Summary Board of Directors Meeting XXV - June 13, 2022 _____	3
Attendee Report June 13, 2022 _____	24
In-Person Attendance June 13, 2022 _____	25
Club - Name Change - Overtime Sports to Play it Forward _____	26
H & S Plan Presentation - June 2022.pptx _____	28
Gift - Staples Give Back Kits _____	33
Textbook Recommendation and Adoptions - Little Fires, Robo en la noche, Sostenible _____	34
Revision Form 6th COCOA _____	38
Revision Form 6th Grade Digital Literacy _____	41
Revision Form 8th Grade Digital Literacy _____	44
Revision Form FCS 7 8 _____	47
Direct Energy DTSD 6 mo May to December 2022 Exhibit A - Electricity Contract _____	50
Direct Energy DTSD Demand Response Program - NRG Contract _____	52
Direct Energy DTSD July 2022 48m UGI IS-IL NRG Contract Revised _____	58
Direct Energy DTSD July 2022 48m UGI-DS NRG Contract Revised _____	61
Direct Energy DTSD July 2022 48m UGI-NT NRG Contract Revised _____	64
Fraser Advanced Information Systems Agreement - Vario 130 Proposal _____	67
Fraser Advanced Information Systems Lease _____	72
Instructure Canvas Cloud Subscription _____	80
Newsela Inc. Agreement _____	82
NoRedInk Service Agreement _____	84
Second Life Mac Buyback Agreement _____	86
Cocoa Packs Memorandum of Understanding _____	98
Abstention Form - Drew- COCOA Packs MOU _____	101
Final Budget and Tax Resolution 2022-2023 _____	102
Homestead and Farmstead Exclusion 2022-23 _____	129
Annual Tax Levy Resolution _____	131

DTSD 2021-2022 Year-End Transfers and Commitments of Fund Balance

(6-13-22) _____	134
Act 93 Compensation and Benefit Program – Amendment _____	135
CommitteesChart6-9-2022 (1) _____	136
CAIU - All-In (5-2022) _____	137
CAIU - Board Highlights -5.26.22 _____	149
PSBA Delegate Insiders Update 6-13-22docx _____	155

**Derry Township School District
Board of Directors Meeting
June 13, 2022
Summary Minutes - XXV**

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:10 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Robert Bennett, Lindsay Drew, Lindsay Koch, Maria Memmi, Mike Rizzo, Ericka Schmidt, Kathy Sicher, and Terry Singer

Members Absent: Donna Cronin

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

Solicitor: William Zee

Staff/Public in Attendance In-Person: Phil Ayala, Michael Davies, Sarah Karpel, John Miller, Sheryl Pursel, Jason Reifsnyder, Aaron Shuman, and Walter Zdazinsky

Staff/Public in Attendance Virtually: Mark Anderson, Lisa Balanda, Mark Balanda, Bob Berton, Catherine Burys, Donna Cronin, Robin Dickinson, Katherine English, Kelly English, Kevin Ferguson, Anna Gawel, Scott Harman, Colby Hollinger, Melissa Kaminski, Steve Moniak, Jennifer Renz, Tim Smith, Heidi Stine, and 1 by phone.

Press in Attendance: Olivia Lewis

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

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

Vote Results

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

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

Ms. Drew shared a comment and asked for a moment of silence to honor those lost in the recent event at the Robb Elementary School in Uvalde Texas. After which, Ms. Drew announced the Board met in Executive Session prior to tonight's meeting to discuss the following:

- Information
- Personnel

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. Citizens wishing to speak should come to the microphone or raise their virtual hand. If attending virtually, you must have registered individually with your first and last name to be recognized. Once recognized or un-muted, please state your full name and address for the record. This is a reminder that public comment is not a forum for personal attacks, antagonistic behavior, or harassment. Please be advised that you are accountable for any legal ramifications and liability that results from statements that misrepresent the truth, defame individuals, or disclose personal information that is not of public concern.

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

Minutes

The following citizens were recognized by the board:

- John Miller and Walter Zdazinski spoke to property taxes. Kevin Ferguson spoke to the Uvalde Texas event and school security.

2.c. Standing Committee Meeting Report

Minutes

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

- Three books approved for a first read
- Five books approved for a second read

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

- Election of new chair
- Goals
- Questionnaire on communications with families

2.d. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 20 submissions during the month of May.

2.e. Recognition of Student Club Name Change

The listed High School Student Club Name Change is recognized. No Limited Service Contract is associated with this club. The club currently has a Student Activity Account that will be updated to reflect the name change.

- Overtime Sports renamed Play it Forward

Minutes

The club Overtime Sports was recognized as having a name change to Play it Forward.

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

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

1. Approval of June 13, 2022 Board of Directors Summary Minutes
2. Airborne Contamination Identification Associates Ltd.
3. AJG
4. CM Regent Solutions
5. Hadfield Elevator
6. Hammel Associates Architects, LLC

7. Highmark
8. Pareto Captive Services, LLC
9. Rettew
10. Sports Underwriters Inc.
11. Trane
12. Food Services Meal Cost Increase
13. Legal Representation 2022-25 & Fees 2022-23
14. Student Club Name Change
15. Staff Development Conference
16. Health and Safety Plan Revisions
17. 2022 Commencement Venue
18. Appointment of PSBA Delegates for Assembly
19. Liability Insurance 2022-23

3. UNFINISHED BUSINESS

3.a. Pandemic Update

Minutes

Dr. Winslow shared the following for the Pandemic Update:

- Presentation for the six month review of the Health and Safety Plan
- June 9th was the last required date to report COVID numbers to the state for the summer
- Website dashboard won't have updates over the summer
- The Health and Safety Plan will be on the June 27th agenda for approval

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher, the Consent Agenda items were approved.

Vote Results

Yea:	8	Robert Bennett, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	

Not Cast: 1 Donna Cronin

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

4.b. Acceptance of Gift - Staples Community Giveback Program Kit

The Administration recommends accepting the follow gift:

<i>Donated by:</i>	Staples
<i>Item:</i>	Community Giveback Kits
<i>Value:</i>	TBD when program ends

4.c. 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:* Hershey Flag Football**

Saturdays, August 6-November 12, 2022 8:00 a.m. - 12:00 p.m.

Date/Time:

Mondays and Wednesdays, August 8-September 28, 2022 6:00 p.m. - 7:30 p.m.

Requested Facility:

Memorial Football Field/ Cinder Track (Saturdays only)

MS Upper Field A (With Lights) (Mondays and Wednesdays only)

Event:

Flag Football Practices

Fee:

None

***Group:* Hershey Soccer Club**

Date/Time

Wednesday, June 15, 2022 5:30 p.m. - 9:00 p.m.

Requested Facility

322 Turf Field and Locker rooms

Event:

Hershey WPSL Amateur Soccer Game

Fee: None

Group: Hershey Youth Field Hockey

Date/Time: Monday - Thursday, August 22 - October 28, 2022 5:30 p.m. - 7:30 p.m.

Requested Facility: MS Lower Field B ***Field Unavailable on Sept. 14, 21, 28 and Oct. 12

Event: Field Hockey Practice

Fee: None

Group: Joy of Sports - Men's Senior Basketball

Date/Time: Tuesdays & Thursdays - half of gym (w/divider during HYBA season)

July 5 - December 29, 2022 5:30 p.m. - 7:00 p.m.
ECC Gym - July 5 - August 18, 2022

Requested Facility: *Elementary Gym - August 23 - December 29, 2022
(predicated upon HYBA's practice & game schedule)

Event: Pick-Up Games

Fee: None

4.d. Announcement of Staff Development Conferences

<i>Staff Member:</i>	Amy Brandt
<i>Conference:</i>	National Blue Ribbon Schools Conference 2022
<i>Location:</i>	Orlando, Florida
<i>Dates:</i>	November 28 - December 2, 2022
<i>Staff Member:</i>	Mindy Smith
<i>Conference:</i>	National Blue Ribbon Schools Conference 2022
<i>Location:</i>	Orlando, Florida
<i>Dates:</i>	November 28 - December 2, 2022

4.e. Approval of Textbooks

The Administration recommends the approval of the following textbooks for use in the 2022-2023 school year:

<i>High School</i>	
<i>Curricular Area:</i>	High School English
<i>Subject/Course:</i>	College Preparatory English 12: When Culture Goes Pop
<i>Grade Level(s):</i>	12
<i>Title:</i>	Little Fires Everywhere
<i>Publisher:</i>	Penguin
<i>Author:</i>	Celeste Ng
<i>Copyright:</i>	2017
<i>Curricular Area:</i>	High School World Language
<i>Subject/Course:</i>	Spanish 3
<i>Grade Level(s):</i>	Level 2 Spanish and up, 9th - 12th
<i>Title:</i>	Robo en la noche
<i>Publisher:</i>	Fluency Matters
<i>Author:</i>	Kristy Placido
<i>Copyright:</i>	2018
<i>Curricular Area:</i>	High School World Language
<i>Subject/Course:</i>	Spanish IV
<i>Grade Level(s):</i>	10,11, 12
<i>Title:</i>	Sostenbible
<i>Publisher:</i>	Fluency Matters
<i>Author:</i>	Carrie Toth
<i>Copyright:</i>	2021

The textbooks were reviewed and approved at the May 9, 2022 Curriculum Council meeting. The funding for the recommendation is included in the 2022-2023 Curriculum Budget.

4.f. Course Revisions - Hershey Middle School

The Administration recommends the approval to revise the listed courses:

Middle School

- 6th Grade COCOA
- 6th Grade Digital Literacy
- 8th Grade Digital Literacy
- 7th/8th Grade Family Consumer Science

4.g. Approval of Direct Energy Business Marketing, LLC Contracts

The Administration recommends the Board ratify the revised contract with Direct Energy to provide natural gas pricing as a participant in the IU13 Electricity and Natural Gas Procurement Program.

4.h. Fraser Advanced Information Systems Lease

The Administration recommends the Board renew the Canon printer lease with Fraser Advanced Information Systems for the 5 year term July 1, 2022 through June 30, 2027 at a monthly cost of \$2,136.67.

4.i. Instructure Canvas Cloud Subscription

The Administration recommends the Board approve the agreement with Canvas LMS, the learning management platform used by all teachers and students in grades 6-12, for a cost of \$15,470 with a term July 1, 2022 through June 30, 2023.

4.j. Newsela Inc. Agreement

The Administration recommends the Board approve the agreement with Newsela, an online news platform used in grades 6-12, at a cost of \$15,840 for the term October 9, 2022 through October 8, 2023.

4.k. NoRedInk Service Agreement

The Administration recommends the Board approve the agreement with NoRedInk, for use in the middle school ELA department, in the amount of \$9,450 for the term July 1, 2022 through June 30, 2023.

4.l. Second Life Mac Buyback Agreement

The Administration recommends the Board approve the agreement with Second Life Mac to allow the technology department to sell older 5th Generation iPads, and mini iPads.

5. NEW BUSINESS

5.a. Approval of Cocoa Packs Memorandum of Understanding

The Administration recommends the approval of Cocoa Packs Memorandum of Understanding to permit the Packs to use the School District Facilities for their assistance program and food rescue efforts to memorialize the relationship between the parties.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo, the Cocoa Packs MOU was approved.

Vote Results

Yea: 7 Robert Bennett, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 1 Lindsay Drew
Not Cast: 1 Donna Cronin

5.b. Adoption of Final Budget and Tax Resolution 2022-2023

The Administration recommends the adoption of the Final Budget and Tax Resolution for 2022-2023.

Minutes

Following a motion by Mrs. Sicher and a second by Mrs. Memmi, the 2022-2023 Final Budget and Tax Resolution was approved.

Vote Results

Yea: 6 Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 2 Robert Bennett, Ericka Schmidt
Abstain: 0
Not Cast: 1 Donna Cronin

5.c. Homestead and Farmstead Exclusion

The Administration recommends the approval of the Homestead and Farmstead Exclusion.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo the Homestead and Farmstead Exclusion was approved.

Vote Results

Yea: 8 Robert Bennett, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0
Abstain: 0
Not Cast: 1 Donna Cronin

5.d. Annual Tax Levy Resolution

The Administration recommends the Board approve the annual tax levy resolution.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo, the annual tax levy resolution was approved.

Vote Results

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

5.e. Resolution for Budget Transfers and GASB 54 Compliance

The Administration recommends the Board approve the resolution for Budget Transfers and GASB 54 Compliance.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo, the resolution for budget transfers and GASB 54 compliance was approved.

Vote Results

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

5.f. Approval of Act 93 Compensation and Benefit Program – Amendment

The Administration and the Human Resources Committee recommends the Board accept and execute the proposed amendment to the 2020-2024 Act 93 Compensation and Benefits Program.

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo, the Act 93 Compensation and Benefit Program Amendment was approved.

Vote Results

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

5.g. 2021-22 Revised Committee/Delegate Assignments

Minutes

Following a motion by Mrs. Memmi and a second by Mr. Rizzo the committee/delegate revisions were approved.

Vote Results

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

5.h. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Act 93:

Barwin, Regis

Assistant Business Manager
District-wide
Reason: Personal
Effective: 07/08/2022

Professional:

Becker, Laura

Special Education Teacher
Intermediate Elementary School
Reason: Personal
Effective: 06/09/2022 (retroactive)

Myer, Lauren

Grade 1 Teacher
Early Childhood Center
Reason: Personal
Effective: 06/20/2022

Querry, Jessica

Grade 4 Teacher
Intermediate Elementary

Reason: Personal
Effective: At the end of the 2021-22 school year (retroactive)

Quinnan, Jennifer
Special Education Teacher
High School
Reason: Personal
Effective: 06/09/2022 (retroactive)

Taylor, Michele
Intervention Specialist
Early Childhood Center
Reason: Retirement
Effective: 06/09/2022 (retroactive)

Classified:

Acker, Leann
Substitute Food Service Worker
District-wide
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Ardire, Katrina
Substitute Nurse
District-wide
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Dunham, Wanda
Substitute Food Service Worker
District-wide
Reason: Personal
Effective: 05/26/2022 (retroactive)

Ebersole, Debbie
Substitute Food Service Worker
District-wide
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Ferns, Chu Yon
Substitute Administrative Assistant
District-wide
Reason: Per Reasonable Assurance
Effective: 07/01/2022

Fischer, Andrew
Substitute Stockroom/Truck Driver
District-wide
Reason: Per Reasonable Assurance
Effective: 07/01/2022

Gibble, Philip
Paraprofessional (Self-Contained Classroom)
High School
Reason: Personal
Effective: End of the 2021-22 school year (retroactive)

Grierson, Jennifer
Substitute Bus Driver
Transportation
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Guerrieri, Cassandra
Substitute Nurse
District-wide
Reason: Per Reasonable Assurance
Effective: 07/01/2022

Jackson, Andrea
Substitute Cafeteria/Recess Aide
District-wide
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Jaskulski, Laura
Substitute Cafeteria/Recess Aide
District-wide
Reason: Per Reasonable Assurance
Effective: 07/01/2022

Jaskulski, Laura
Substitute Library Aide
District-wide
Reason: Per Reasonable Assurance
Effective: 07/01/2022

Lanier, Tatrice
Substitute Nurse
District-wide

Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Martz, Kami

Substitute Administrative Assistant
District-wide

Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Smith, Lori

Substitute Cafeteria/Recess Aide
District-wide

Reason: Per Reasonable Assurance
Effective: 07/01/2022

Weber, Tara

Substitute Administrative Assistant
District-wide

Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2022

Windle, Joelene

Bus Driver
Transportation

Reason: Retirement
Effective: 06/30/2022

Woods, Becky

Substitute Administrative Assistant
District-wide

Reason: Per Reasonable Assurance
Effective: 07/01/2022

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Koch, the Personnel Resignations were approved as amended.

Vote Results

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

5.h.a. Motion to Amend Personnel Resignations

Minutes

A motion was made by Mrs. Memmi to amend the resignation date for Regis Barwin as to be determined, with a second by Dr. Koch, was approved.

Vote Results

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

5.i. Personnel - General

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

Professional:

Blackburn, Gabriela (replacing Lauren Myer)

Grade 1 Teacher

Early Childhood Center

Temporary Professional

Bachelors, Step 1

Salary: \$55,765

Effective: 08/02/2022 (pending receipt of PA Teaching Certificate, Act 114, Act 126, Act 168, and Act 24 certifications)

Cole, Diana (replacing Cory Edwards)

Science Teacher

Middle School

Professional

Masters +10, Step 16

Salary: \$82,745

Effective: 08/02/2022 (pending receipt of Act 34, Act 151, Act 114, Act 126 and Act 24 certifications)

Grosko, Stephanie (replacing Jessica Querry)

Grade 4 Teacher

Intermediate Elementary School

Professional

Masters, Step 8

Salary: \$68,244

Effective: 08/02/2022 (pending receipt of Act 34, Act 151, Act 114, Act 126, Act 168, and Act 24 certifications)

Wenger, Kayla (replacing Heidi Prestidge)

Grade 4 Teacher

Intermediate Elementary

Temporary Professional

Bachelors, Step 1

Salary: \$55,765

Effective: 08/02/2022 (pending receipt of PA Teaching Certificate, Official Transcripts, Act 34, Act 114, Act 126, Act 168, and Act 24 certifications)

Transfer of Professional Staff:

Painter, Mark*

From: Technology Teacher

High School

To: Technology Teacher (1/3) and Dean of Students (2/3)

High School

Effective: 08/15/2022

Transfer of Classified Staff:

Bomgardner, Michelle*

From: Paraprofessional

Primary Elementary School

To: Paraprofessional

Early Childhood Center

Level A, 5.75 hours per day

Salary: \$19.28 per hour

Effective: 07/01/2022

Ebersole, Roberta* (replacing Richard Cosey)

From: Paraprofessional

Middle School

Level A, 5.25 hours per day

To: Paraprofessional (Self-Contained Classroom)

Middle School

Level B, 6.5 hours per day

Salary: \$19.38 per hour

Effective: 07/01/2022

Green, Christie*

From: Paraprofessional (Self-Contained Classroom)

Early Childhood Center

To: Paraprofessional (Self-Contained Classroom)

Primary Elementary School

Level B, 6.5 hours per day

Salary: \$19.38 per hour

Effective: 07/01/2022

Grumbine, Carly*

From: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
To: Paraprofessional (Self-Contained Classroom)
Intermediate Elementary School
Level B, 6.5 hours per day
Salary: \$19.38 per hour
Effective: 07/01/2022

Holley, Kristy*

From: Paraprofessional (Self-Contained Classroom)
Early Childhood Center
To: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
Level B, 6.5 hours per day
Salary: \$18.34 per hour
Effective: 07/01/2022

Szekeres, Kimberly* (replacing Linda Gacesa)

From: Paraprofessional (Self-Contained Classroom)
Early Childhood Center
To: Paraprofessional (Self-Contained Classroom)
Middle School
Level B, 6.5 hours per day
Salary: \$19.38 per hour
Effective: 07/01/2022

Weaber, Jacqueline* (replacing Pamela Smith)

From: Paraprofessional
High School
Level A, 5.75 hours per day
To: Paraprofessional (Self-Contained Classroom)
Level B, 6.5 hours per day
Salary: \$19.38 per hour
Effective: 07/01/2022

Zitko, Christa*

From: Paraprofessional (Self-Contained Classroom)
Early Childhood Center
To: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
Level B, 6.5 hours per day
Salary: \$20.67 per hour
Effective: 07/01/2022

Limited Service Contract:

Burns, Samantha
Special Education
Salary: \$1,000
Effective: 06/14/2022

Miller, Tani*
Co-Curricular Orchestra Director - M.S. (1/3 6th grade only)
Group H, Step 15 (pro-rated 1/3)
Salary: \$830.67
Effective: 06/14/2022

Roberts, Kaitlyn*
PA Jr. Academy of Science - M.S.
Group H, Step 4
Salary: \$1,512
Effective: 06/14/2022

2. The Administration recommends the approval of the following personnel for the 2022 Summer Employment:

Geppert, Michael
Summer Technical Support
Up to 29 hours per week
Salary: \$13.67 per hour
Effective: 06/14/2022 - 08/14/2022 (pending receipt of Act 34, Act 151, Act 114, Act 24, and Act 126 certifications)

Holte, Samuel
Summer Technical Support
Up to 29 hours per week
Salary: \$13.67 per hour
Effective: 06/14/2022 - 08/14/2022

Mumma, Austin
Summer Technical Support
Up to 29 hours per week
Salary: \$13.67 per hour
Effective: 06/14/2022 - 08/14/2022

Whitehead, Katherine
Summer Stockroom Support
Up to 29 hours per week
Salary: \$13.67 per hour
Effective: 06/14/2022 - 08/14/2022 (pending receipt of Act 114 certification)

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

3. The Administration gives notice that the following teachers have completed a successful term of three years of employment with a satisfactory evaluation for the District and will receive tenure as a teacher in the Commonwealth of Pennsylvania.

**Bogash, Kristen
Brenneman, Samuel
Burns, Samantha
Buterbaugh, Brandon
Frank, Nicholas
Marke, Cassandra
Myer, Lauren
Pogue, Brianna
Robb, Hannah
Siminitus, Kelci
Singleton, Chelsea**

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

Mylin, Emily
Special Education Teacher
Middle School
Childrearing Leave
Effective: approximately 10/04/2022 through the end of the 2022-23 school year

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Schmidt the Personnel - General items were approved and transfers were recognized.

Vote Results

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

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

6.b. PSBA

Minutes

The PSBA report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Dr. Koch gave a shout out to Ms. Stine at the ECC for the weekly videos she creates for incoming kindergarten students to help acclimate and make the transition a smooth process.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- Wrapped up the school year last week
- Graduation was Wednesday as well as the end of year celebration for staff and retirees
- Last day for staff was Thursday
- Friday started summer Curriculum work
- Working this summer to plan for next school year

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Adopt a building program enabled herself, Dr. Koch and Mr. Rizzo to participation in the Senior Walk event
- Extended a thank you to Mrs. Schmidt, Lori Ogle, Jeff Mackneer and all that help to make Commencement the successful event that it is
- Thank you to all teachers, paras, and all staff for the support that has been provided during the past two years. It has been hard and quite challenging at times. Your efforts are appreciated.

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:

- Mr. Miller spoke to creative solutions to not having major tax increases going forward
- Mr. Davies thanked Dr. Winslow for meeting with him and having the discussion of why students left the district to attend cyber schools. He also spoke to less tax increases going forward.

9. ADJOURNMENT

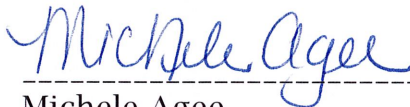
Minutes

The meeting was adjourned to at 8:08 p.m. following a motion by Mrs. Memmi and seconded by Mr. Rizzo.

Vote Results

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

Respectfully submitted,



Michele Agee
Secretary to the Board
June 27, 2022



Lindsay Drew
Board President

June 13, 2022 Board Meeting Virtual Attendance

Mark Anderson
Lisa Balanda
Mark Balanda
Bob Berton
Catherine Burys
Donna Cronin
Robin Dickinson
Katherine English
Kelly English
Kevin Ferguson
Anna Gawel
Scott Harman
Colby Hollinger
Melissa Kaminski
Olivia Lewis
Jennifer Renz
Tim Smith
Heidi Stine
and 1 by phone.

Derry Township School District

Board Meeting

June 13, 2022

Signature

Daniel B Tredinnick

Printed Name

Dan Tredinnick

Signature

Michael Davies

Printed Name

Michael Davies

Signature

John M. H.

Printed Name

John M. H.

Signature

Walter Zinzsky

Printed Name

WALTER ZINZSKY

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name



Derry Township School District

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

To: Board of School Directors

From: Lindsey Schmidt, HHS Principal

Re: Student Club Name Change Request

Date: May 11, 2022

On behalf of HHS students Anna Yanero, Cara Cronin, Joey Allendar & Elle Padacci and faculty advisor's Amanda Cole & Nicholas Stauffer, I would like to present a modification to an existing HHS club to the Derry Township Board of School Directors.

- Change the current name of Overtime Sports club to ***Play it Forward*** club.
- The Overtime Sports club does handle funds, so the name change will need to be reflected to the corresponding "student activity account".

Enclosure: Club Change of Name Request

Change of Name Request

Original - Overtime Sports

Updated - Play it Forward

Reason - The name "Overtime" was previously established as a sports marketing slogan, so to avoid copyright, we changed it to "Play it Forward." Additionally, the updated name better represents our club goals and expectations moving forward.

Club Advisor: Ms. Cole



Co-Advisor: Mr. Stauffer



President: Anna Yanero



Vice President: Cara Cronin



Treasurer: Joey Allendar



Secretary: Elle Padacci





HOME of the
TROJANS

June 13, 2022

Derry Township School District

HEALTH & SAFETY PLAN UPDATE



2021-2022 Health & Safety Plan Update

PROPOSED REVISIONS TO PLAN

- Effective June 27, 2022: Masks are optional, but not required in all Derry Township School District buildings.
- It is possible that DTSD could return to a mask-required learning environment should building/district transmission rates exceed 3.5% or if legal requirements regarding masking change.





2021-2022 Health & Safety Plan Update

PROPOSED REVISIONS TO PLAN

- Students, staff, and educators who are in close contact with a positive case and are not experiencing symptoms of COVID-19 will not be subject to restriction from school or school activities, regardless of vaccination status.
- Students and staff who test positive for COVID-19 or are experiencing symptoms of COVID-19 will be required to isolate for 10 days regardless of vaccination status. As long as tests are available, students and staff can choose to participate in “test to return” by testing negative on day 5 or later. (We will not be testing over the summer months)
- Contact tracing will not occur during any period of optional masking.



2021-2022 Health & Safety Plan Update

MOVING FORWARD

- If passed, the approved health and safety plan will be posted on the website, Tuesday, June 28, 2022.
- The state is not requiring that districts report Covid-19 positive cases throughout the summer months, for the summer, the district will remove the COVID dashboard and will not be updating district case numbers.





2021-2022 Health & Safety Plan Update

MOVING FORWARD

- The Pandemic Team is a valuable asset to the district, and per APR-ESSER regulations, our Health & Safety plan must be reviewed at a minimum every 6 months through September of 2024. At a minimum, the Pandemic Team will be pulled together for this review process as well as for review and analysis of any updated guidance from the PDE or DOH.



DONATION AGREEMENT

This agreement (the "Agreement"), dated as of May 20, 2022 (the "Effective Date") sets forth the terms and conditions pertaining to a promotional program (the "Promotion") to be conducted by Staples the Office Superstore, LLC (collectively, "Company") for the beneficiary listed below, with offices at 710 W Chocolate Ave Hershey, PA 17033

("Beneficiary"). For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. Between 4/3/22 and 9/17/22, customers who visit the Company's store located at 710 W Chocolate Ave Hershey, PA 17033

will have the opportunity to purchase a Community Giveback Program Kit ("Kit") that will be donated to Beneficiary, while supplies of kits last ("Promotion"). Company will collect and deliver customers' donations to Beneficiary. It is anticipated that each Kit will be sold for \$5, plus tax, but the price is subject to change, in Company's discretion. Each Kit will contain 2 Black Expo Markers, 1 Sharpie Fine Black Marker, 2 Sharpie Yellow pocket Highlighter, 2 Write Bros Pens 1.0 Black, 8 Papermate Woodcase Pencils, 2 Papermate Pink Pearl Eraser, 1 Elmer's 6g Glue Stick, 1 Elmer's 4oz White glue

2. Unless otherwise agreed to by the parties, within sixty (60) days of the last day of the Promotion (or every sixty (60) days if the Promotion exceeds sixty (60) days), Company will provide Beneficiary with (a) the Kits purchased by Consumers during the Promotion, or the applicable sixty (60) day period, and (b) upon written request, an accounting of purchased Kits for the same period. Upon receipt of the Kits from Company, Beneficiary shall sign a form provided by Company acknowledging receipt of the Kits. The Kits will be used by Beneficiary for its charitable purposes.

3. For at least three (3) years following the termination of this Agreement, or such longer period as required by applicable law, Company shall (a) maintain accurate and current books and records of all activities conducted pursuant to this Agreement, including, without limitation, maintaining in its possession a true and correct copy of this Agreement, (b) keeping such books and records available for inspection, examination and copying by Beneficiary and applicable governmental authorities, and (c) upon written request, providing copies of such books and records to Beneficiary.

4. The Promotion will be subject to all applicable laws, including, but not limited to, for a Promotion taking place in one of these states: Georgia Statutes, Title 43, Chapter 17, New Jersey Statutes 45:17A-29, and New Hampshire Statutes, Chapter 7. Each party shall be responsible for complying, at its own expense, with all requirements imposed by law or regulation on each of them individually as a result of their respective roles in the Promotion, including but not limited to any obligation to register, obtain permits or licenses, post bonds, make filings or take other actions under state law as a charity or commercial co-venturer. Without limiting the foregoing, Beneficiary represents, warrants, and agrees that it has complied (and that it will comply at all times during the Promotion) with all applicable laws and requirements of governmental agencies (including, without limitation, the charitable solicitation laws of the applicable state) in connection with this Agreement and the Promotion.

5. Beneficiary hereby grants to Company a limited license to use its name, trademark and logo, and any other materials supplied by Beneficiary to Company (collectively, the "Beneficiary Property") for promotional and marketing purposes associated with the Promotion in any and all media. Beneficiary represents and warrants that it has the power and authority to license the Beneficiary Property on the terms and conditions of this Agreement and that the exercise of the rights granted herein will not violate the rights of any third party. All uses of the Beneficiary Property shall be subject to Beneficiary's prior written approval (such approval not to be unreasonably withheld or delayed). This grant of authority shall extend throughout the term of this Agreement and through the conclusion of all Promotion. Company's rights under the license granted hereunder shall be limited to the use of the Beneficiary Property in connection with promotional materials in any medium, including but not limited to scripts, print, point-of-sale, product hang-tags, flyers, billboards, store catalogs, Internet and/or television, film, radio, social media web pages, direct mail and web site materials (hereinafter collectively "Promotional Materials") used to promote the Promotion.

6. If Beneficiary wishes to use Company's trademarks (including its logos, word marks and/or service marks) in connection with advertising and marketing for the Promotion or otherwise, Beneficiary shall obtain Company's prior written approval in each instance.

7. For Promotions taking place in the state of New York, Beneficiary shall have the one-time right to terminate this Agreement without cost or penalty for any reason within fifteen (15) days of Beneficiary's filing

this Agreement with the applicable state Attorneys General. In the event Beneficiary cancels this Agreement pursuant to this Section 7 hereof, a duplicate of such notice of cancellation shall be sent to the Charities Bureau of the New York Attorney General at Charities Bureau, Office of the Attorney General, Department of Law - The Capitol, 2nd Floor, Albany, NY 12224-0341 and to the Charities Bureau of any other state where notice of cancellation is required to be filed.

8. Company shall defend, indemnify and hold harmless Beneficiary and its affiliates, and their respective successors, licensees, assigns, agents, officers, directors, and employees, from and against any and all demands, claims, suits, judgments, damages, costs or other liability (including, without limitation, all reasonable legal fees) arising out of any alleged or actual breach of any of Company's representations, warranties or agreements contained in this Agreement or any use, in a manner approved by Company, of Company's trademarks. Beneficiary shall defend, indemnify and hold harmless Company, and its parent, affiliates, and subsidiaries, and their respective successors, licensees, assigns, agents, officers, directors, and employees, from and against any and all demands, claims, suits, judgments, damages, costs or other liability (including, without limitation, all reasonable legal fees) arising out of any alleged or actual breach of any of Beneficiary's representations, warranties or agreements contained in this Agreement or any use, in a manner approved by Beneficiary, of Beneficiary Property. The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings or oral and/or written agreements, with respect to the subject hereof. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, applicable to contracts executed and to be fully performed therein. Facsimile or electronic signatures (including, without limitation, signature pages delivered electronically in a PDF or other electronic format) will be deemed originals. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signature of their duly authorized representatives, the parties have executed this Agreement as of the Effective Date. Beneficiary agrees that any of its authorized representatives listed below may be listed as a representative of Beneficiary on applicable state registration forms.

NAME OF BENEFICIARY: Derry Twp School District

By: Stacy L. Winslow

Name (Print): Stacy L. Winslow

Title: Superintendent

Email Address: swinslow@hershey.k12.pa.us

Phone Number: 717- 534- 2501

By: _____

Name (Print): _____

Title: _____

Email Address: _____

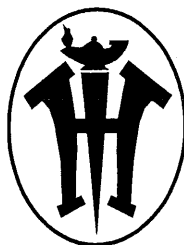
Phone Number: _____

STAPLES THE OFFICE SUPERSTORE, LLC

By: Christopher Gralski

Name (Print): Christopher Gralski

Title: General Manager



Derry Township School District
Hershey, Pennsylvania

Textbook Recommendation and Adoption

Curricular Area High School English	
Subject/Course College Preparatory English 12: When Culture Goes Pop	
Grade Level(s) 12	
Recommended Title: Little Fires Everywhere	Copyright Date 2017
Author: Celeste Ng	Publisher Penguin
<p>Reasons for selection: (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, number needed and costs, other books considered. Continue on other side if necessary and attach any supporting information.)</p> <p>We recommend that Celeste Ng's Little Fires Everywhere be adopted for the When Culture Goes Pop curriculum. The novel, released in 2017, was selected as a Reese Witherspoon "Reese's Book Club" pick and has been named Book of the Year by several other well-known sources, such as People, Goodreads, Barnes and Noble, Book of the Month, Audible, among many others. The novel has since been adapted into a popular limited series by Hulu. The accolades awarded by sources that drive and support popular trends speak to the impact of the text on the masses. As our students are asked to critically consider and analyze trends and significant moments in popular culture through literature, film, and other mediums, the access to this novel, which was well-received publicly, will connect them to current and popular media, and also allow for diverse voices not yet represented in our curriculum.</p> <p>Celeste Ng sets her second novel in the suburbs of Ohio, where the plot centralizes around a new and enigmatic family that moves into the neighborhood of Shaker Heights, a peaceful and perfectly planned suburb where everyone knows everyone and is familiar with goings-on of its citizens. The novel forces us to examine the relationships in our lives, including those we have with our neighbors and community, and causes us to reflect on our judgments regarding those who lead different lives than our own. The narrative highlights dynamics between teenage characters learning to navigate the social pressures of high school and familial obligations, collegiate pursuits, and pressures of the future all while in pursuit of their own place in the world. Having representation from Ng in the curriculum for students experiencing similar emotions and obstacles allows them to see themselves in what they are reading and make a stronger connection with the text. In addition to natural conflicts among teenagers coming of age, the adults in the novel must also learn to navigate changing social climates, new family dynamics, and the highs and lows of parenting. Celeste Ng, as an Asian-American author, has said that she has always been aware of how she is perceived by others and her novel addresses many complex themes, including the weight of secrets, the pressures of society and family, the complexities of social class, and the discovery of identity, developed by both teen and adult characters. Their arcs work to prove that life is a continuous journey of learning, reflection, and self-discovery. The relevance of these topics and themes, especially from a perspective not often represented in high school classrooms, allows for deep analysis, where students draw from history and</p>	

current culture to understand the implication of such pressures, wealth and status, and relationships, all while examining the influence of such topics embedded throughout popular culture.

As it relates to the curriculum, students will be asked to apply analysis and research skills that they will be explicitly taught throughout the text study. Students will also be asked to consult varying mediums that address similar topics and themes, among other literary elements and devices. The complexity of the text is suitable for 12th-grade students. It will provide students with a modern and diverse representation of social class, race and ethnicity, and age that will allow for engaging analysis and application through a piece that has instantly engaged audiences and cemented its place in popular culture.

Little Fires Everywhere is currently selling on Amazon for \$13.57. We recommend purchasing 100 copies to allow for the growth of the course.

Selection Personnel	Erin Ives <i>egwms</i>	Shari Taylor Stuckey
	Kim West <i>KW</i>	<i>STS</i>
Program Leader <i>Shari Taylor Stuckey</i>	Date <i>5/18/2022</i>	
Principal <i>Shari Taylor Stuckey</i>	Date <i>5/18/22</i>	
Assistant Superintendent: <i>[Signature]</i>	Date <i>5-18-22</i>	
Approved Superintendent <i>Stacy A. Winslow</i>	Date <i>5/23/22</i>	Board Approval
		Date <i>6/13/22</i>



Derry Township School District
Hershey, Pennsylvania

Textbook Recommendation and Adoption

Curricular Area World Language	Subject/Course Spanish 3
Grade Level(s) Level 2 Spanish and up, 9 th -12 th	Copyright Date 2018
Recommended Title: Robo en la noche	
Author: Kristy Placido	Publisher Fluency Matters
<p>Reasons for selection: (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include number of licenses needed and the length of access before renewal. Continue on other side if necessary and attach any supporting information.)</p> <p>In Spanish III, students learn about Costa Rican culture, geography and history. In Robo en la noche, "Fifteen-year-old Makenna Parker had reservations about her father's new job in Costa Rica, but little did she know that missing her home and her friends would be the least of her worries. She finds herself in the middle of an illegal bird trading scheme, and it's a race against time for her father to save her and the treasured macaws."The low unique word count and high frequency factor (the number of times core structures are embedded in the text) in the Comprehension-based™ reader, 'Robo en la noche', make this an ideal read for advanced beginning Spanish students. Each page is loaded with cognates (words that are similar in English and Spanish), recycled vocabulary, and illustrations, which makes this read highly comprehensible.Students will be exposed to their current vocabulary list and grammatical structures in context while reading this book. The purchase of the books is a one time purchase as there are no licesnses.</p> <p>There may be a reduction in the listed price if purchased in bulk. This purchase is in the 2022-2023 budget.</p>	
Cost per book vs. number of books needed: \$9.00 x 100 books	Cost: \$900.00

Selection Personnel	Barbara Clouser <i>Barbara Clouser</i>	Megan MacNicol <i>Megan MacNicol</i>
	Caitlin Parker <i>Caitlin Parker</i>	
Program Leader Barbara Clouser <i>Barbara Clouser</i>	Date <i>3/22/2022</i>	
Principal Jeffrey Smith <i>Jeffrey Smith</i>	Date <i>3/12/22</i>	
Assistant Superintendent: <i>[Signature]</i>	Date <i>5-18-22</i>	
Approved Superintendent <i>[Signature]</i>	Date <i>5/23/22</i>	
	Board Approval Date <i>6/13/22</i>	



Derry Township School District
Hershey, Pennsylvania

Textbook Recommendation and Adoption

Curricular Area World Languages	Subject/Course Spanish IV
Grade Level(s) 10, 11, 12	Copyright Date 2021
Recommended Title: Sostenible	
Author: Carrie Toth	Publisher Fluency Matters
<p>Reasons for selection: (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include number of licenses needed and the length of access before renewal. Continue on other side if necessary and attach any supporting information.)</p> <p>"Sostenible" is a novel that highlights 6 of 17 Sustainable Development Goals of the United Nations. In our Spanish 4 curriculum, our third unit focuses on global citizenship and the sustainable development goals (SDGs) are part of the content for this material. The novel, which is designed for novice-high to intermediate-low Spanish language learners on the ACTFL Proficiency scale, brings the SDGs to life for the students. The last chapter focuses on the KIVA organization, which has always been apart of the summative assessment for this unit in Spanish 4. Finally, it allows students to observe higher level grammar concepts, such as adverbial clauses, conditional clauses, and the imperfect subjunctive tense in context, a proven way for students to be exposed to and learn these challenging grammar forms.</p> <p>Here is a link to the description of the novel. In addition to the novel, we will also be purchasing the teacher guide which includes online content to support instruction.</p> <p>https://fluencymatters.com/product/sostenible-reader/</p> <p>*There may be a reduction in the listed price if purchased in bulk. This purchase is in the 2022-2023 budget.</p>	
Cost per book vs. number of books needed: \$9.00 per book - 60 books	Cost: \$540.00

Selection Personnel	Megan MacNicol <i>Megan MacNicol</i>	Caitlin Parker <i>Caitlin Parker</i>
	Barbara Clouser <i>Barbara Clouser</i>	
Program Leader Barbara Clouser <i>Barbara Clouser</i>	Date	<i>3/22/2022</i>
Principal Jeffrey Smith <i>Jeffrey Smith</i>	Date	<i>3/22/22</i>
Assistant Superintendent: <i>[Signature]</i>	Date	<i>5/18/22</i>
Approved Superintendent <i>Steve K. Winsten</i>	Date <i>5/23/22</i>	Board Approval Date <i>6/13/22</i>

Derry Township School District

STATEMENT OF PROPOSAL

- ☐ Elementary School
☒ Middle School
☐ High School

- ☐ Course Addition ☒ Course Revision

Title of Course: 6th grade COCOA

Date of Proposal: 4/11/22

Length of course: ☒ Full Year Credits: 0
 ☐ Semester
 ☐ Marking Period

Proposal: This proposal includes revisions to both the format and content of the current 6th grade COCOA course.

Person(s) Making Proposal: Samantha Bryant, Erick Valentin, Katie Weaver

Proposal Rationale Description:

The purpose of this course revision is to integrate explicit and consistent instruction of social and executive functioning skills for students throughout their critical transition from elementary to secondary education. Making this course year-round, rather than one marking period, provides students with the best opportunity to move throughout their secondary years successfully. Content revisions directly align with DTSD district goals and current 5-year plan.

Systemic Impact:

The learning process begins with literacy, exposure, and exploration; allowing students to identify interests, build talents, develop passions and create a vision for a successful and fulfilling life. The middle school model seeks to transition students from learning that is



heavily dependent on a teacher at the elementary level to learning that more independent at the secondary level. This is accomplished by supporting students in the development their executive functioning; specifically, personal organization, time management, emotional regulation and other student skills. Advisory programs serve as a key component of meeting a student's developmental needs by allowing them to make meaningful connections with teachers and create a sense of belonging with their peers.

The middle school has maintained an advisory program in different forms for over a decade. Several years ago, the middle school adopted the use of the Character Strong advisory program. This program was delivered through a specific time block in the six-day cycle schedule. Recent trends in student achievement data indicate a need to create an intervention period to allow teachers additional time to support students in the development of critical literacy and mathematical skills not secured during the class period. Incorporating the Character strong curriculum into encore classes already designed to develop these skills provides a more effective use of instructional time, freeing up time to implement a quality intervention period without sacrificing critical social skills instruction.

Cost Upfront:

\$0 - There is a cost associated with the purchase of the Character Strong Curriculum; however, that money has historically been budgeted out of the Counseling department budget due to use of these lessons for several years for Advisory.

Cost Ongoing:

Long Term Cost: ex. Licenses, Certifications, etc: \$0

Date of Implementation: To begin the 22-23 SY

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

<u>Chapter 4 Requirements</u>	<u>Yes</u>	<u>No</u>
* Standards to be achieved by all students	<input type="checkbox"/>	<input type="checkbox"/>
* Content:		
* Materials	<input type="checkbox"/>	<input type="checkbox"/>
* Approximate Instructional Time	<input type="checkbox"/>	<input type="checkbox"/>
<u>District Requirements</u> (does the planned course match the district's)		
* Goals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* Mission statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* Scope and sequence	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Will this planned course require new/revised/additional instructional materials?
If yes, demonstrate need and estimate cost.

A. Equipment: No

B. Professional Development: No

C. Unique Space Needs: No

D. Other: No

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?
(Grades 9-12 only.)

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?

This course is designed to build the following skills during the 6th grade transition year to the middle school:

- Self-Awareness
- Relationship Building (making and maintaining quality relationships)
- Self-regulation/management
- Responsible Decision Making
- Social Awareness
- Executive Functioning Skills

These skills are necessary to varying degrees at all levels of a K-12 education and beyond. The goal is to create the conditions for students to build these skills so that all students have the best chance to fully access the curriculum and positively contribute to the school community.

Derry Township School District

STATEMENT OF PROPOSAL

- ☐ Elementary School
☒ Middle School
☐ High School

- ☐ Course Addition ☒ Course Revision

Title of Course: 6th Grade Digital Literacy

Date of Proposal: 4/11/22

Length of course: ☐ Full Year Credits: 0
 ☐ Semester
 ☒ Marking Period

Proposal: This proposal includes revisions to the current content of the 6th grade Digital Literacy course.

Person(s) Making Proposal: Erick Valentin

Proposal Rationale Description:

The purpose of this course revision is to adjust the course length from a year-long course meeting two days per cycle to a marking period long course meeting four days per cycle. The role of computer technology in education continues to evolve. In the past eight years, we have transitioned from teaching students how to use a computer to teaching students how to responsibly access digital content.

Last year, the course title was changed to reflect this evolution. This course was originally created as a year-long course in order to support students in the implementation of our 1:1 iPad initiative. Since students were arriving in middle without extensive prior knowledge of the use of iPad technology as an instructional tool, the course served to fill this need. This district has since moved to a K-12 1:1 iPad initiative and students have learned to use the iPad as an instructional tool prior to transitioning to the middle school. The course will continue to serve as a vehicle to teach responsible digital citizenship in addition to evolutionary technology trends. The instructional time being reduced from this course will be used in the COCOA course.



Systemic Impact:

The learning process begins with literacy, exposure, and exploration; allowing students to identify interests, build talents, develop passions and create a vision for a successful and fulfilling life. The middle school model seeks to transition students from learning that is heavily dependent on a teacher at the elementary level to learning that more independent at the secondary level. This is accomplished by supporting students in the development their executive functioning; specifically, personal organization, time management, emotional regulation and other student skills. Advisory programs serve as a key component of meeting a student's developmental needs by allowing them to make meaningful connections with teachers and create a sense of belonging with their peers.

The middle school has maintained an advisory program in different forms for over a decade. Several years ago, the middle school adopted the use of the Character Strong advisory program. This program was delivered through a specific time block in the six-day cycle schedule. Recent trends in student achievement data indicate a need to create an intervention period to allow teachers additional time to support students in the development of critical literacy and mathematical skills not secured during the class period. Incorporating the Character strong curriculum into encore classes already designed to develop these skills provides a more effective use of instructional time, freeing up time to implement a quality intervention period without sacrificing critical social skills instruction.

Cost Upfront: \$0

Cost Ongoing:

Long Term Cost: ex. Licenses, Certifications, etc: \$0

Date of Implementation: To begin the 22-23 SY

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

Chapter 4 Requirements

- * Standards to be achieved by all students
- * Content:

<u>Yes</u>	<u>No</u>
<input type="checkbox"/>	<input type="checkbox"/>

- | | | |
|----------------------------------|--------------------------|--------------------------|
| * Materials | <input type="checkbox"/> | <input type="checkbox"/> |
| * Approximate Instructional Time | <input type="checkbox"/> | <input type="checkbox"/> |

District Requirements (does the planned course match the district's)

- | | | |
|----------------------|-------------------------------------|--------------------------|
| * Goals | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| * Mission statement | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| * Scope and sequence | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. Will this planned course require new/revised/additional instructional materials?
If yes, demonstrate need and estimate cost.

A. Equipment: No

B. Professional Development: No

C. Unique Space Needs: No

D. Other: N/A

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?
(Grades 9-12 only.)

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?

This course is designed to continue to support students in responsible use of instructional technology, learning evolving technological trends and the efficient use of iPad technology as an instructional tool.

Derry Township School District

STATEMENT OF PROPOSAL

- ☐ Elementary School
☒ Middle School
☐ High School

- ☐ Course Addition ☒ Course Revision

Title of Course: 8th Grade Digital Literacy

Date of Proposal: 4/11/22

Length of course: ☐ Full Year Credits: 0
 ☐ Semester
 ☒ Marking Period

Proposal: This proposal includes revisions to the current content of the 8th grade Digital Literacy course.

Person(s) Making Proposal: Erick Valentin

Proposal Rationale Description:

The purpose of this course revision is to incorporate the Pennsylvania Career Readiness Skills into the course content. The role of computer technology in education continues to evolve. In the past eight years, we have transitioned from teaching students how to use a computer to teaching students how to responsibly access digital content.

Last year, the course title was changed to reflect this evolution. This course was originally created in order to support students in the implementation of our 1:1 iPad initiative. Since students had minimal knowledge of the use of iPad technology as an instructional tool, the course served to fill this need. This district has since moved to a K-12 1:1 and students are learning these skills much earlier. The course will continue to serve as a vehicle to teach responsible digital citizenship in addition to evolutionary technology trends.

This course will now incorporate PA Career Readiness Skills like career exploration and resume writing into the curriculum along with assisting students in the development of a



career readiness portfolio. The curricular revisions will allow for the incorporation of the Advisory program into the 7th & 8th Grade FCS curriculum.

Systemic Impact:

The learning process begins with literacy, exposure, and exploration; allowing students to identify interests, build talents, develop passions and create a vision for a successful and fulfilling life. The middle school model seeks to transition students from learning that is heavily dependent on a teacher at the elementary level to learning that more independent at the secondary level. This is accomplished by supporting students in the development their executive functioning; specifically, personal organization, time management, emotional regulation, and other student skills. Advisory programs serve as a key component of meeting a student's developmental needs by allowing them to make meaningful connections with teachers and create a sense of belonging with their peers.

The middle school has maintained an advisory program in different forms for over a decade. Several years ago, the middle school adopted the use of the Character Strong advisory program. This program was delivered through a specific time block in the six-day cycle schedule. Recent trends in student achievement data indicate a need to create an intervention period to allow teachers additional time to support students in the development of critical literacy and mathematical skills not secured during the class period. Incorporating the Character strong curriculum into encore classes already designed to develop these skills provides a more effective use of instructional time, freeing up time to implement a quality intervention period without sacrificing critical social skills instruction.

Cost Upfront: \$0

Cost Ongoing:

Long Term Cost: ex. Licenses, Certifications, etc: \$0

Date of Implementation: To begin the 22-23 SY

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

Chapter 4 Requirements

	<u>Yes</u>	<u>No</u>
* Standards to be achieved by all students	<input type="checkbox"/>	<input type="checkbox"/>
* Content:		
* Materials	<input type="checkbox"/>	<input type="checkbox"/>
* Approximate Instructional Time	<input type="checkbox"/>	<input type="checkbox"/>

District Requirements (does the planned course match the district's)

* Goals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* Mission statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
* Scope and sequence	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Will this planned course require new/revised/additional instructional materials?
If yes, demonstrate need and estimate cost.

A. Equipment: No

B. Professional Development: No

C. Unique Space Needs: No

D. Other: N/A

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?
(Grades 9-12 only.)

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?

This course is designed to continue to support students in responsible use of instructional technology, learning evolving technological trends and the efficient use of iPad technology as an instructional tool. This course will now incorporate PA Career Readiness Skills like career exploration and resume writing into the curriculum along with assisting students in the development of a career readiness portfolio.

Derry Township School District

STATEMENT OF PROPOSAL

- ☐ Elementary School
☒ Middle School
☐ High School

- ☐ Course Addition ☒ Course Revision

Title of Course: 7/8 grade Family Consumer Science

Date of Proposal: 4/11/22

Length of course: ☐ Full Year Credits: 0
 ☐ Semester
 ☒ Marking Period

Proposal: This proposal includes revisions to the current content of the 7th and 8th grade FCS course.

Person(s) Making Proposal: Samantha Bryant, Erick Valentin, Katie Weaver

Proposal Rationale Description:

The purpose of this course revision is to integrate explicit and consistent instruction of social skills with a focus on overall wellness. This course will continue to build on concepts taught and introduced in the 6th grade COCOA course with the addition of a wellness component. In addition to prioritizing social skills, the 7th grade FCS course will continue to focus on nutritional wellness and personal care and will transition to a focus on social skills as it relates to child development, safety, finance, and overall well-being in 8th grade. These courses will continue to meet as a marking period long course in both 7th and 8th grade. Content revisions directly align with Pennsylvania Career Ready Skills, DTSD district goals and our comprehensive plan.

Systemic Impact:



The learning process begins with literacy, exposure and exploration; allowing students to identify interests, build talents, develop passions and create a vision for a successful and fulfilling life. The middle school model seeks to transition students from learning that is heavily dependent on a teacher at the elementary level to learning that more independent at the secondary level. This is accomplished by supporting students in the development their executive functioning; specifically, personal organization, time management, emotional regulation, and other student skills. Advisory programs serve as a key component of meeting a student's developmental needs by allowing them to make meaningful connections with teachers and create a sense of belonging with their peers.

The middle school has maintained an advisory program in different forms for over a decade. Several years ago, the middle school adopted the use of the Character Strong advisory program. This program was delivered through a specific time block in the six-day cycle schedule. Recent trends in student achievement data indicate a need to create an intervention period to allow teachers additional time to support students in the development of critical literacy and mathematical skills not secured during the class period. Incorporating the Character strong curriculum into encore classes already designed to develop these skills provides a more effective use of instructional time, freeing up time to implement a quality intervention period without sacrificing critical social skills instruction.

Cost Upfront: \$0 - there is a cost associated with the purchase of the Character Strong Curriculum; however, that money has historically been budgeted out of the Counseling department budget due to use of these lessons for several years for Advisory.

Cost Ongoing:

Long Term Cost: ex. Licenses, Certifications, etc: \$0

Date of Implementation: To begin the 22-23 SY

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

Chapter 4 Requirements

- * Standards to be achieved by all students
- * Content:
 - * Materials
 - * Approximate Instructional Time

<u>Yes</u>	<u>No</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

District Requirements (does the planned course match the district's)

- * Goals
- * Mission statement
- * Scope and sequence

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Will this planned course require new/revised/additional instructional materials?

If yes, demonstrate need and estimate cost.

A. Equipment: No

B. Professional Development: No

C. Unique Space Needs: No

D. Other: N/A

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?

(Grades 9-12 only.)

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?

This course is designed to continue to support students in the development of their own self-awareness, self-management and relationship skills.

- Wellness component which includes an emphasis on physical, mental, emotional and psychological well-being.

-Child development, nutritional wellness, personal care, finance.

These skills are necessary to varying degrees at all levels of a K-12 education and beyond. The goal is to create the conditions for students to be able to be contributing members of the school community and to carry these skills with them through life.

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 11, 2022 between
DIRECT ENERGY BUSINESS LLC
 and
Derry Township School District
 for a term of **6 Months**
Contract ID: 5938800

PJM_Port_FA_XLCAPTRANRMR_PA

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0071126013	30A E Granada Ave OFC (30A E Granada Ave OFC - SL - 0071126013 - PPL - 2)	PPL	GS3	PPL	60.0 / 66.3	06/03/2022	0.686	278,402
0720138009	0 Rt 322 and Homestead Road (0 Rt 322 and Homestead Road - SL - 0720138009 - PPL - Senior High School)	PPL	OP3	PPL	807.4 / 814.8	05/31/2022	0.686	3,143,657
0855725021	30A E Granada Ave, Bsmt (30A E Granada Ave, Bsmt - SL - 0855725021 - PPL - 3)	PPL	GS3	PPL	8.4 / 9.2	06/03/2022	0.686	49,003
1020138006	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1020138006 - PPL - 2)	PPL	OP3	PPL	306.3 / 313.3	05/31/2022	0.686	1,163,399
1040138002	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1040138002 - PPL - 3)	PPL	OP3	PPL	367.0 / 416.7	05/31/2022	0.686	1,544,793
1455939000	450R HOMESTEAD RD (450R HOMESTEAD RD - SL - 1455939000 - PPL - 4)	PPL	OP3	PPL	238.4 / 268.3	05/31/2022	0.686	904,546
1523089000	0 E AREBA AVE (0 E AREBA AVE - SL - 1523089000 - PPL - 5)	PPL	GS1	PPL	36.2 / 41.5	06/03/2022	0.686	127,539
1844090009	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1844090009 - PPL - 6)	PPL	GS1	PPL	2.0 / 1.9	06/06/2022	0.686	27,555
3543554000	E AREBA AVE CLUB HSE-RR (E AREBA AVE CLUB HSE-RR - SL - 3543554000 - PPL - 1)	PPL	GS1	PPL	1.8 / 1.8	06/03/2022	0.686	11,544
5782091002	0 TENNIS CTS (0 TENNIS CTS - SL - 5782091002 - PPL - 7)	PPL	GS1	PPL	0.0 / 0.0	06/02/2022	0.686	24
8575078025	650 CLEARWATER RD OTHR (650 CLEARWATER RD OTHR - SL - 8575078025 - PPL - 8)	PPL	GS1	PPL	4.1 / 4.2	06/21/2022	0.686	30,283

Total Annual Usage: 7,280,745

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022					18,198	652,939	704,251	813,666	736,851	647,750	483,102	3,266

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: **6 Months**

Meter Read Start Date: May, 2022

☐ Please aggregate my account onto one invoice
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By:

Stacy L. Uemura

Date:

5/12/22



Company Name: _____ ("Customer", "you", "your") Utility Zone: PPL - PPL Electric

Utility Acct #(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Tel #: _____ Fax: _____ Email: _____

Customer hereby agrees to enroll in NRG Curtailment Solutions, Inc.'s. ("NRGCS") PowerPay! Program(s) and authorizes NRGCS to be its exclusive demand response provider for all applicable programs offered with PJM relating to energy, capacity, and ancillary service(s) ("Agreement"). Customer represents it is within its authority to enter into this Agreement and to curtail electricity usage at its facilities. Customer and NRGCS are sometimes referred to individually as a "Party" and collectively as the "Parties."

Payment Terms:

Annual – Year Round

For the Pre-emergency and Emergency programs Customer will be paid as follows for its reduction:

Capacity Payments Customer will receive 80% of the PJM Base Residual Auction (BRA) Clearing Price for all auctions in which NRGCS has cleared capacity for Customer's zone(s) ("Capacity Payment Rate"). Payments are made twice a year on or before December 31st, and no later than 60 days after the conclusion of the Delivery Year in effect. Customer is paid Capacity Payments only for its reductions performed during the Performance Obligation Period. Capacity Payments are based on Customer's Capacity Payment Rate multiplied by Customer's Summer Expected Reduction multiplied by Customer's Annual Performance (summer performance payment) plus Customer's Capacity Payment Rate multiplied by Customer's Winter Expected Reduction multiplied by Customer's Annual Performance (winter performance payment), as defined in the Terms of Service for PowerPay! Program. *NRGCS shall adjust payments taking into account any additional event(s) or test(s) whatsoever that are called by PJM acting within its authority that occur after a payment is made, such that total payment(s) will reflect Customer's actual, final performance as measured by PJM for the full PJM Performance Obligation Period ("True-Up").*

Energy Payment: Customer will receive 100% of energy payments (based on applicable zonal Locational Marginal Price per kWh), if any, that NRGCS receives from PJM associated with Customer's reduction, paid no later than 60 days after NRGCS receives payment from PJM.

Term. This Agreement will be effective as of the date Customer signs this Agreement ("Effective Date") and will continue for five year(s) following the Effective Date ("Term"), which period of years shall begin to run as of the date Customer is first enrolled in the applicable program ("Start Date") and shall end at the conclusion of the last Performance Obligation Period in the Term. NRGCS has a right of first refusal to match any other offers for demand response by another provider at the end of the Term of this Agreement or renewal period. If Customer is unable to participate during a Performance Obligation Period, NRGCS will not register Customer for that Performance Obligation Period and Customer will not receive any payments, however this contract will continue to remain in effect and NRGCS will continue to be Customer's exclusive demand response provider. After the Initial Term, this Agreement shall automatically renew annually unless Customer or NRGCS provides the other Party with notice of its intent to opt out of renewing this Agreement at least ninety (90) days prior to the expiration of the then current term.

Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

Miscellaneous. This Agreement and any Renewals or Addenda constitute Customer's entire Agreement with NRGCS and supersede any prior agreements between the Parties, except that any unexpired agreements between the Parties governing Performance Obligation Period(s) prior to the Effective Date shall be governed by those agreements until the first whole Performance Obligation Period following the Effective Date, which shall be governed by this Agreement.

Signature: _____ Title: _____ Date: _____

Print Name: _____

NRGCS Signature: _____ Title: _____ Date: _____





Terms of Service for PowerPay! Program

NRGCS shall determine in its discretion if you qualify for a PJM program or other program and whether you will be registered in the applicable program. NRGCS reserves the right to withhold your registration should there be a material change(s) to program rules, terms or conditions.

Definitions. Any capitalized terms not defined herein shall have the meaning ascribed to that term in the Registration Confirmation or Addendum(s), or if undefined in the Registration Confirmation or Addendum(s), in the applicable tariff, manual, or program rules.

“Applicable Law” means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, tariff, ordinance, code, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, enforceable at law or in equity, along with the interpretation and administration thereof by any Governmental Authority.

“Change in Law” means the enactment, re-enactment, adoption, promulgation, implementation, amendment, modification, repeal, change in interpretation or other change of any Governmental Authority, judicial administrative or distribution service provider Applicable Law, rule, regulation, decision or tariff after the Effective Date.

“Delivery Year” is the one-year period defined by each RTO/ISO, utility, or other program administrator during which programs are available, which may include a full year or lesser periods defined by multiple seasons or multi-month periods.

“Event” is a load curtailment event called by PJM.

“Expected Reduction” is the expected kW reduction based on your hourly metered load, which may be referred to as “Annual Expected Reduction”, “Winter Expected Reduction”, and/or “Summer Expected Reduction”, as applicable in this Agreement and Registration Confirmation. The Expected Reduction shall be determined in consultation with you and shall be based on NRGCS’s assessment of your ability to perform. NRGCS will notify you of the Expected Reduction in a Registration Confirmation and/or acknowledgement (“Registration Confirmation”) that shall be incorporated and made part of this Agreement. NRGCS shall reassess your Expected Reduction periodically and maintains sole discretion in determining your final, registered Expected Reduction, including the right to reduce Expected Reductions. You agree to grant NRGCS and/or its authorized representative reasonable access to your premises for the purpose of determining an achievable kW reduction level. You agree to acknowledge and comply with the terms of the Registration Confirmation, however, in no case shall you be required to exceed the Maximum Performance Requirements defined herein in the Addendum which shall be incorporated and made part of the Agreement. You agree to curtail your electric usage for all Event and Test hours during the Performance Obligation Period as dispatched by PJM and/or NRGCS for your zone(s). You agree to begin curtailing when notified with sufficient lead time to achieve your Expected Reduction within the designated Performance Response Time, or as soon as commercially reasonable where PJM exercises its authority to call an emergency event(s) that develops rapidly and without prior warning. You agree to use commercially reasonable efforts to curtail your usage at the Expected Reduction value.

“Governmental Authority” means: (i) any federal, state, local, or municipal government, (ii) any subdivision, department, court, commission, board, bureau, agency (including the Federal Energy Regulatory Commission) or authority of any such government (including an RTO or ISO), or (iii) any quasi-governmental or private body exercising any regulatory, rule-making, expropriation, taxing or other governmental or quasi-governmental authority.

“Performance” equals your average, actual delivered kW reduction, without taking into account a winter weather adjustment factor, expressed as a percentage of your Expected Reduction (capped at 100% per hour) over all called Event hours during the Performance Obligation Period. If no Event is called, your payments will be based on your performance during any Tests. NRGCS is authorized year-to-year to exercise discretion to apply, or not to apply, a winter weather adjustment factor to your zone, and any changes shall be disclosed in your Registration Confirmation. The term “Performance” may be used more than one time in this Agreement and shall be evaluated with reference to the season referenced, or as this Agreement or context dictates.

“Test” is your obligation to demonstrate your ability to curtail load. You agree to curtail during one or more tests required under the PJM program rules. You also authorize NRGCS to perform seasonal tests at its discretion to verify your ability to participate. You authorize NRGCS to perform tests of notification processes during which you are not required to curtail any load.

Additional Payment Terms. You will not be subject to out-of-pocket financial penalties even if you fail to reduce electricity when called, however any over payment remaining on your account at the conclusion of a Delivery Year (e.g., following True-Up) shall be netted against your Capacity and/or Energy payments earned in subsequent Delivery Years remaining in the Term. You acknowledge and agree that NRGCS has no obligation to pay you under this Agreement unless and until payment is received from PJM.

Payment Disputes and Corrections. Customer may object to payments received from NRGCS, provided that such objection is made in writing to NRGCS within sixty (60) days following the payment date. Any payment that remains undisputed by you after sixty (60) days shall be deemed accepted by you. Further, NRGCS shall have the right to correct any errors to your payment statement (and payment) within sixty (60) days following the payment date and shall offset any shortages against your future payments

Metering Equipment. You authorize NRGCS or its authorized representative to install an interval meter (“NRGCS Equipment”) at a mutually agreed upon location, at no cost to you, and you authorize NRGCS or its representative to enter your premises for this purpose. You understand that NRGCS retains ownership of this NRGCS Equipment. After the Term, you will cooperate with NRGCS if it wishes to recover the NRGCS Equipment. A meter installed by NRGCS contains software proprietary to NRGCS and NRGCS grants you a license to use the software during the Term.

Generator Attestation. You shall immediately notify NRGCS in writing if the status of your environmental or use permits has changed, or if your use or ownership of a generator has changed or ended.

Agency Authorization. You authorize NRGCS to act as your agent to complete any documents required by PJM in connection with your enrollment in NRGCS’s demand response program. This includes a Third-Party Authorization allowing your utility to release to NRGCS information such as billing records and meter usage data. You also authorize NRGCS to complete any forms on your behalf required to allow NRGCS to install an interval meter, if eligible. Such agency authorization shall remain in effect for the Term.



Utility Account Authorization. You authorize NRGCS to enroll the utility account numbers identified in this Agreement and/or Addendum No. 2 ("Authorized Accounts"), which accounts Customer may change with notice signed by a duly authorized Customer representative and delivered to NRGCS at least 90 days prior to the start of the next Performance Obligation Period. You attest that the Authorized Account information provided, or modified, is true and accurate and commit to notify NRGCS if there is any change in account number designations. As utility account numbers may change from time to time without notice, to avoid interruption in service you authorize NRGCS to act on behalf of the Authorized Accounts, as well as any successor account numbers that may be subsequently designated by the utility for the same meter. NRGCS will determine if the accounts qualify for the program and will notify you if the accounts are registered, and at what kW value.

Confidentiality. Customer shall not disclose the terms or conditions of this Agreement, nor of any related enrollment and/or program form(s), to a third party and shall not disclose any information labeled "Confidential Information" without NRGCS's prior written permission.

Information Sharing. You authorize NRGCS to share your information with NRGCS affiliates or subsidiaries, and with third party partners or subcontractors who perform functions or services on behalf of you and/or NRGCS. In addition, you authorize NRGCS to use your information to market the NRGCS and affiliated brands to you, as well as the products and services of NRGCS' third-party partners.

Pursuant to Law, Rule or Regulation: You authorize NRGCS to share or disclose your information with other parties as NRGCS deem necessary or appropriate under applicable law, rule or regulation, including to enroll your accounts into the program(s) and/or respond to requests from public, governmental and regulatory authorities.

Assignment. NRGCS may contract with its affiliates and subsidiaries and with subcontractors to perform its obligations under the Agreement and may assign, without your consent, its rights and obligations under the Agreement in whole or in part to an affiliate or to a successor-in-interest.

Complete Program Terms. Customer understands and agrees that these program parameters and Terms of Service for PowerPay! Program are negotiated terms that may differ from how program(s) are implemented between program administrators and curtailment service providers. The program terms and these Terms of Service may change from time to time. NRGCS will notify you of such changes, and you agree to cooperate in good faith and make best efforts to comply with such changes if needed to give effect to the intent of the Parties to this Agreement. Should there be a material change(s) to contract terms and conditions, performance requirements or program rules (except for a Change in Law), the Parties shall meet to discuss appropriate changes to this Agreement. If the Parties fail to so agree to changes to this Agreement, then either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party with no further obligation on either Party's part.

Change in Law. If there is a change in Applicable Law that makes performance of this Agreement illegal or unenforceable, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party with no further obligation on either Party's part.

Material Adverse Change. If NRGCS's revenues from this Agreement are reduced or its costs or obligations under this Agreement are increased due to a change in your use of a generator or change in facility operations, the Parties shall meet to discuss appropriate changes to this Agreement. If the Parties fail to so agree to changes to this Agreement, then NRGCS shall have the right to terminate this Agreement on 30 days' written notice to Customer. You agree that you shall not engage in any energy services with a third party that would have a material adverse effect on the revenues generated by NRGCS in its participation in any demand response or other programs, whether now existing or put into place after the Effective Date. For avoidance of doubt, Customer's engagement in a "peak shaving" or similar energy savings program with a third party without NRGCS's prior written consent shall be considered a breach of this Agreement.

Baseline Measurement. NRGCS shall calculate and utilize for compliance data submission a baseline value, if applicable, as defined in the prevailing tariff, manuals, and business rules that apply to each program that you are enrolled in. NRGCS reserves the right to exercise for payment settlement purposes discretion in calculating and/or utilizing a baseline value.

Consents and Approvals. You represent, warrant and covenant that you have obtained any and all consents or approvals required in order for you to grant the rights and perform your obligations under the Agreement, and for NRGCS to take the actions contemplated in the Agreement.

Notifications. If you are unable to provide your committed curtailment amount, you agree to notify NRGCS as soon as commercially practicable. NRGCS reserves the right to discontinue at its discretion your participation in any program based upon your performance.

Insurance. Customer will, at its expense, maintain commercially reasonable insurance coverage during the Term, evidenced by a certificate of insurance, including a waiver of subrogation from Customer's insurers in favor of NRGCS, which NRGCS may request once per year.

Policy Requirements. The insurance policies required above shall: (a) be issued by insurance companies licensed or authorized to do business in the state in which the Customer's premises is located, with a Financial Strength Ratings of at least "A-" and a Financial Size Category of at least "Class VIII," in the most recent AM Best's Insurance Reports; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each Party's insurers waive all rights of subrogation against the other Party on each of the coverages required herein. From time to time upon request, Customer shall provide NRGCS with a certificate of insurance, evidencing the required coverages.

Indemnification. Subject to the provision on Limitation of Liability hereof, each Party shall indemnify and hold harmless the other Party and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of such Party or its Related Parties, (ii) any breach by such Party of its obligations, representations or warranties under the Agreement; and (iii) in the case of NRGCS, the use of the premises by NRGCS or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Customer or its Related Parties.

Limitation of Liability. In no event shall either Party be liable (in contract or in tort, including negligence and strict liability) to such other Party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each Party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other Party to mitigate its damages. NRGCS' liability to Customer and its Related Parties on an aggregate basis shall be an amount equal to NRGCS' share of the Capacity Payment for the twelve-month period immediately preceding the event giving rise to losses. These limitations on liability are increased up to the required insurance limits for liabilities covered by such insurance.

Termination: The Agreement may be immediately terminated for cause by either Party in the event of the following:

- i. **Breaches.** The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice.



ii. Insolvency. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws and such proceedings are not dismissed within thirty (30) days after filing.

iii. Representation or Warranty Untrue. Any warranty or representation made by Customer under or in connection with this Agreement shall prove to have been untrue or misleading in any material respect when made.

Governing Law; Waiver of Jury Trial. The Agreement shall be governed by and interpreted in accordance with the internal laws of the state of New York without giving effect to conflict of law rules. The Parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Agreement, and agree that any and all litigation between them arising from or in connection with the Agreement shall be determined by a judge sitting without a jury.

Customer Cooperation. You agree to take action and execute instruments reasonably requested by NRGCS to carry out the purpose of this Agreement, and will provide NRGCS, for the duration of this Agreement, all necessary information to register you and maintain your enrollment in the program selected by NRGCS. You agree to take all commercially reasonable steps necessary to qualify for a program and to facilitate your enrollment, and/or if requested at NRGCS' discretion, to re-qualify for any program where your registration has been suspended or disqualified.

Electronic Signature Agreement

Scope. The Parties agree that this Agreement or document may be electronically signed. Your consent to an electronic signature covers the transaction you are presently completing (e.g., PowerPay Enrollment Form), which you will be prompted to sign electronically. In addition, this Electronic Signature Agreement governs and constitutes your consent to sign additional documents related to this transaction electronically. You understand and agree that your electronic signature shall be legally binding and such transaction shall be considered authorized by you. You understand that by agreeing to sign electronically, your electronic signature has the same legal force and effect as a handwritten signature. If you would like to receive a true and exact copy of the signed document, you may contact NRGCS.

Opting Out. At any time prior to submitting your electronic signature, you may opt out of the electronic signature process and continue with a paper process. Simply sign below and return the executed document to NRGCS.

Please Initial & Date

Initials:

Date:



ADDENDUM NO. 1

**PARTICIPATION IN NRGCS POWERPAY!
PROGRAM**

- (1) **Program Election.** For the 2022/2023 PJM Program Delivery Year, and Delivery Years going forward until the end of the Agreement Term unless modified in writing by the Parties, Customer agrees to participate in the following PowerPay Program (both capacity and energy) ("Program Election"):
- a. Annual
- (2) **Performance Obligations.** NRGCS will notify Customer annually of its Expected Reduction(s) for the PowerPay Program(s) elected above in a Registration Confirmation that will set forth the specific program parameters governing Customer's Program election(s), however Customer's obligations shall not exceed the Maximum Performance Requirements below.
- (3) Customer agrees to notify NRGCS as soon as commercially practicable if there is any change in its use of a generator during the Program Delivery Year.

Maximum Performance Requirements	
Performance Obligation Period:	June 1st to May 31st Each Year
Performance Response Time:	Reduction within 30-minutes based on PJM's notification of an Event.*
Event Availability:	Any Day Jun – Oct and the following May: 10am to 10pm; Nov- April: 6am to 9pm
Maximum Calls per Period:	Unlimited
Event Duration:	Jun- Oct and the following May: up to 12-hours; Nov – April: up to 15 hours
Tests:	At least one test per year called by PJM and/or NRGCS as provided in the Terms of Service
Expected Reduction:	See Confirmation for kW reduction level.
Baseline Methodology:	Summer Peak Load Contribution ("PLC") or Winter Peak Load Contribution ("WPLC")

*In the unlikely event that PJM exercises its authority to call an emergency event(s) that develops rapidly and without prior warning, Customer agrees to employ commercially reasonable efforts to reduce its committed load immediately upon notification from NRGCS.

PLEASE CHECK THE APPROPRIATE BOX BELOW

☐

By checking this box, Customer indicates that it intends to run a generator to satisfy its obligation(s) under this Agreement. Customer represents that it holds all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s), and that it will operate the generator in accordance with the permits. Customer agrees to complete an NRGCS generator attestation form and, if requested, provide NRGCS copies of all permits, interconnection agreements, and supporting documents required to complete Customer's enrollment.

☐

By checking this box, Customer declares that it does not intend to run a generator to satisfy its obligation(s) under this Agreement.

Signature: _____ Title: _____ Date: _____

Print Name: _____

NRGCS Signature: _____ Title: _____ Date: _____



Zone	Utility Account	Service Address	City	State	Postal Code	Utility
PPL	1455939000	450R Homestead Rd	Hershey	PA	17033	PPL
PPL	1020138006	450 Homestead Rd	Hershey	PA	17033	PPL
PPL	0720138009	Rt 322 & Homestead Rd	Hershey	PA	17033	PPL
PPL	1040138002	Homestead Rd	Hershey	PA	17033	PPL



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ
08830 1.888.925.9115
www.directenergy.com

Date: 05/11/2022
Time: 7:58 AM
Proposal ID: 68395344
Marketer Name: Testa, Jarod

CUSTOMER INFORMATION

Customer Name: Derry Township School District	<input checked="checked" type="checkbox"/> New	<input type="checkbox"/> Renew
Contact Name: Sheryl Pursel	Billing Contact:	
Address: 450 A Homestead Road Hershey, PA 17033 US	Billing Address:	
Telephone: (717) 508-9616 Fax: (717) 533-6613	Telephone:	Fax:
Email:		

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated April 30, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
450 Homestead Road	411007721565	DSO #2
550 Homestead Rd	411007723132	DSO #2

DELIVERY PERIOD

Begin: 07/01/2022

End: 06/30/2026

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

UGI / UGI SOUTH - IS/IL

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for

purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly	
July		505		January 2237
August		663		February 1944
September		707		March 1622
October		945		April 866
November		1531		May 554
December		1852		June 463

PURCHASE PRICE

Nymex Plus : \$1.919/MMBTU

SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$1.919/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Sheryl Pursel (spursel@hershey.k12.pa.us). Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

PENNSYLVANIA: Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

Gas Portfolio: Seller will work with Buyer to develop an overall approach for Buyer's Gas purchases ("Buying Strategy") in conjunction with the purchases made by Buyer under its existing CMA and any existing Transaction Confirmations. The Buying Strategy will take into consideration Buyer's budgeting concerns, risk tolerance, historical and projected load profiles, and price targets. The parties will communicate as necessary to ensure the Buying Strategy aligns with the needs of Buyer. Communication will include Strategy Calls, which may include a discussion of the overall Buying Strategy, any reports received by Buyer, energy price trends, and current news impacting energy markets. Seller will provide market intelligence data and charts, updates on energy markets, and energy newsletters

via its website or periodic mailings, as appropriate. In addition, Seller may provide the following reports:

- a) A position monitoring report, customized to show Buyer's current fixed price position(s);
- b) A transaction detail report that provides details of conversions to a fixed price;
- c) A Price Target Tracking Report;

Gas Settlement Adjustment with 10% Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price within a 10% bandwidth of the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity above 110% of Contract Quantity will be the Index Based Rate GD-Texas Eastern M3 plus \$0.400. If the Actual Quantity is less than 90% of the Contract Quantity, then Seller will credit Buyer at the Index Based Rate GD-Texas Eastern M3 minus \$0.200 for each Dth under the Contract Quantity. However, in the case of a Pipeline or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

UGI Capacity Allocation – Seller will supply Gas in accordance with the provisions of the UGI Tariff for rate(s) NT/DS/LFD/IS/XD. Should the UGI allocated capacity be interrupted or curtailed, Seller will be obligated to comply with the interruption or curtailment until it is lifted. Buyer's Purchase Price is contingent upon Buyer remaining as a customer under the above referenced UGI Tariff Rates and having been awarded the original amount of UGI-allocated capacity. Should Buyer's capacity allocation with UGI change, the Purchase Price may be adjusted by Seller.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

- ☐ Non-Exempt
- ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: Derry Township School District

Seller: Direct Energy Business Marketing, LLC

By: Sheryl J. Piser
Name: Sheryl J. Piser
Title: Business manager
Date: 5/11/22

By: James J. Connolly **2022.05.14**
Name: James J. Connolly **12:04:40 -**
Title: VP, Sales **06'00'**
Date: 5/11/22
Proposal ID: 68395344
Internal ID: 00104306 - CMA V.3



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ
08830 1.888.925.9115
www.directenergy.com

Date: 05/11/2022
Time: 7:55 AM
Proposal ID: 68395347
Marketer Name: Testa, Jarod

CUSTOMER INFORMATION

Customer Name: Derry Township School District

☐ New

☒ Renew

Contact Name: Sheryl Pursel

Billing Contact:

Address: 450 A Homestead Road Hershey, PA 17033 US

Billing Address:

Telephone: (717) 508-9616 Fax: (717) 533-6613

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated April 30, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
500 Homestead Road	411007721631	DS

DELIVERY PERIOD

Begin: 07/01/2022

End: 06/30/2026

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

UGI / UGI SOUTH - DS

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for

purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
July		294		January	838
August		351		February	768
September		356		March	617
October		431		April	437
November		559		May	345
December		827		June	272

PURCHASE PRICE

Nymex Plus : \$-0.325/MMBTU

SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$-0.325/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Sheryl Pursel [spursel@hershhey.k12.pa.us]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

PENNSYLVANIA: Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

Gas Portfolio: Seller will work with Buyer to develop an overall approach for Buyer's Gas purchases ("Buying Strategy") in conjunction with the purchases made by Buyer under its existing CMA and any existing Transaction Confirmations. The Buying Strategy will take into consideration Buyer's budgeting concerns, risk tolerance, historical and projected load profiles, and price targets. The parties will communicate as necessary to ensure the Buying Strategy aligns with the needs of Buyer. Communication will include Strategy Calls, which may include a discussion of the overall Buying Strategy, any reports received by Buyer, energy price trends, and current news impacting energy markets. Seller will provide market intelligence data and charts, updates on energy markets, and energy newsletters

via its website or periodic mailings, as appropriate. In addition, Seller may provide the following reports:

- a) A position monitoring report, customized to show Buyer's current fixed price position(s);
- b) A transaction detail report that provides details of conversions to a fixed price;
- c) A Price Target Tracking Report;

Gas Settlement Adjustment with 10% Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price within a 10% bandwidth of the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity above 110% of Contract Quantity will be the Index Based Rate GD-Texas Eastern M3 plus \$0.200. If the Actual Quantity is less than 90% of the Contract Quantity, then Seller will credit Buyer at the Index Based Rate GD-Texas Eastern (ELA) minus \$0.200 for each Dth under the Contract Quantity. However, in the case of a Pipeline or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

UGI Capacity Allocation – Seller will supply Gas in accordance with the provisions of the UGI Tariff for rate(s) NT/DS/LFD/IS/XD. Should the UGI allocated capacity be interrupted or curtailed, Seller will be obligated to comply with the interruption or curtailment until it is lifted. Buyer's Purchase Price is contingent upon Buyer remaining as a customer under the above referenced UGI Tariff Rates and having been awarded the original amount of UGI-allocated capacity. Should Buyer's capacity allocation with UGI change, the Purchase Price may be adjusted by Seller.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: Derry Township School District

Seller: Direct Energy Business Marketing, LLC

By: Sheryl J. Purcell

By: _____

Name: Sheryl J. Purcell

Name: _____

Title: Business manager

Title: _____

Date: 5/11/22

Date: _____

Proposal ID: 68395347

Internal ID: 00104305 - CMA V.3



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ
08830 1.888.925.9115
www.directenergy.com

Date: 05/11/2022
Time: 8:01 AM
Proposal ID: 68395343
Marketer Name: Testa, Jarod

CUSTOMER INFORMATION

Customer Name: Derry Township School District

☒ New

☐ Renew

Contact Name: Sheryl Pursel

Billing Contact:

Address: 450 A Homestead Road Hershey, PA 17033 US

Billing Address:

Telephone: (717) 508-9616 Fax: (717) 533-6613

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated April 30, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
E Granada Ave	411000355783-1318711	NT
450 Homestead Rd	411000357243	NT
500 Homestead Rd	411000357417	NT
550 Homestead Rd	411000357565	NT
30A E Granada Ave	411001067247	NT
30A E Granada Ave	411001067791	NT
450 Homestead Road	411001068286	NT
E Granada Ave	411006568801	NT

DELIVERY PERIOD

Begin: 07/01/2022

End: 06/30/2026

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

UGI / UGI-NT DCQ POOL

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	<u>X</u>	Monthly		
July		338		January	1562
August		466		February	1354
September		615		March	858
October		767		April	660
November		971		May	444
December		1195		June	355

PURCHASE PRICE

Nymex Plus : \$0.809/MMBTU

SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.809/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Sheryl Pursel [spursel@hershey.k12.pa.us]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

PENNSYLVANIA: Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

Gas Portfolio: Seller will work with Buyer to develop an overall approach for Buyer's Gas purchases ("Buying Strategy") in conjunction with the purchases made by Buyer under its existing CMA and any existing Transaction Confirmations. The Buying Strategy will take into consideration Buyer's budgeting concerns, risk tolerance, historical and projected load profiles, and price targets. The parties will communicate as necessary to ensure the Buying Strategy aligns with the needs of Buyer. Communication will include Strategy Calls, which may include a discussion of the overall Buying Strategy, any reports received by Buyer, energy price trends, and current news impacting energy markets. Seller will provide market intelligence data and charts, updates on energy markets, and energy newsletters via its website or periodic mailings, as appropriate. In addition, Seller may provide the following reports:

- a) A position monitoring report, customized to show Buyer's current fixed price position(s);
- b) A transaction detail report that provides details of conversions to a fixed price;
- c) A Price Target Tracking Report;

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement – No GSA

UGI Capacity Allocation – Seller will supply Gas in accordance with the provisions of the UGI Tariff for rate(s) NT/DS/LFD/IS/XD. Should the UGI allocated capacity be interrupted or curtailed, Seller will be obligated to comply with the interruption or curtailment until it is lifted. Buyer's Purchase Price is contingent upon Buyer remaining as a customer under the above referenced UGI Tariff Rates and having been awarded the original amount of UGI-allocated capacity. Should Buyer's capacity allocation with UGI change, the Purchase Price may be adjusted by Seller.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	Derry Township School District	Seller:	Direct Energy Business Marketing, LLC
By:	<u>Sheryl J. Purse</u>	By:	_____
Name:	<u>Sheryl J. Purse</u>	Name:	_____
Title:	<u>Business Manager</u>	Title:	_____
Date:	<u>5/11/22</u>	Date:	_____
		Proposal ID:	<u>68395343</u>
		Internal ID:	<u>00104307 - CMA V.3</u>



CONFIDENTIAL PROPOSAL PREPARED FOR:



Presented by: Amanda Martin-Smeltz

May 9, 2022

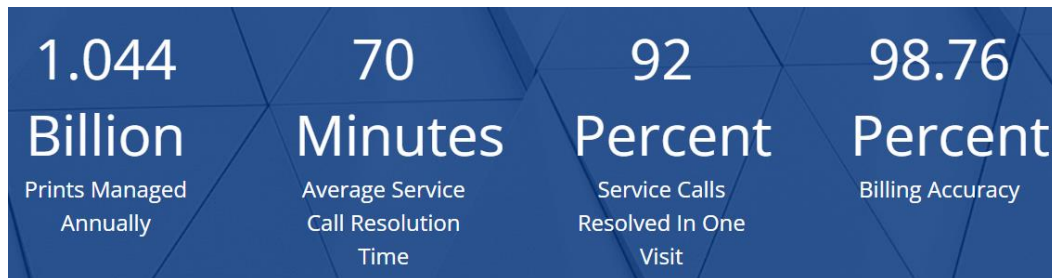


5521 Carlisle Pike, Mechanicsburg, PA 17050
Tel: 717.918.9302 | amsmeltz@fraser-ais.com | www.fraser-ais.com

Why Fraser?

We Provide Continuous Customer Service Improvement and Solutions to Help Alleviate Pain Related to Print Technology

- Consistent Account Management and Business Reviews
- Team of Professionals to help with your questions and goals



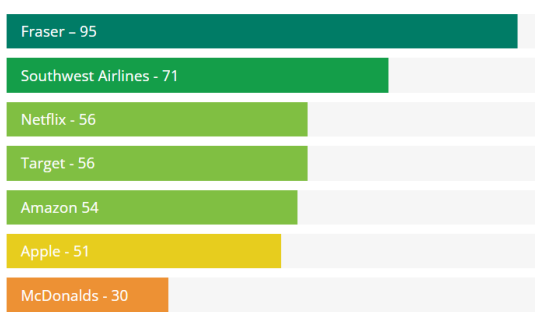
Making Your Life Easier—Centralized Support and Service

- SmartConnect Customer Portal
 - Allows Real-Time Service History and Service Call Status
 - Easy ways to pay invoices online.
 - Easily keep track of your print fleet information
 - Order Supplies
 - Easily log service calls
- Global Support Center
 - 24/7 Remote Monitoring of your Printer Fleet
 - Call in and speak to a live person.
 - Centralized service management for even faster service
 - Once a service call is placed on the phone, online, or via email, service response time is 4 hours guaranteed.
- SmartConnect Remote Monitoring—auto toner replenishment and meter readings

The Net Promoter Score (NPS)®, is a straightforward loyalty metric that holds companies and employees accountable for how they treat customers. Many companies claim that they have the "best service in the business," but few even have a way to measure how happy customers are. At Fraser, we use the Net Promoter Score system to capture feedback after every service call, supply call, and remote cloud installation.



NPS® Leaders



Source: Satmetrix Systems

Option for New Equipment:

Canon VarioPrint 130

Monochrome High-Volume Multifunction



60 Month Fair Market Value Lease*	Best in Class Maintenance Agreement Includes all Consumables, Parts, Labor and Toner except for Paper, Staples, Network Services, Waste Toner Containers and Freight/Fuel
\$2,136.70/month	Includes 3.6 Million Clicks Annually with Overages Reconciled at \$.0037 per Click.

Considerations:

- Includes Delivery, Set-Up and On-Site Training
- Letter of Intent due to address listed on lease invoice with notification to not renew

Features/Highlights: Canon VarioPrint 130

The varioPRINT 140 series of monochrome digital presses raises the bar on quality, dependability and efficiency. Built on proven technology and market-driven extensions, the varioPRINT 140 delivers productivity, ease of use and versatility. Innovative DirectPress Technology, a highly stable technology, prints consistently high-quality images on a wide range of media and produces zero ozone. It is powered by the PRISMAsync Print Server which features a highly visual user interface that gives users full control over production scheduling.

- Up to 130ppm Print Speeds
- 300 Sheet Duplexing Single Pass Document Feeder
- Standard Paper Capacity of 1,500/1,500/500/500 sheets and External Paper Input Module for additional 4,600 sheets, 8" x 8" to 12.6" x 19.2", 50 to 300 gsm
- Corner staple up to 100 sheets or saddle-stitch* up to 100-page/25-Sheet booklets in paper sizes up to 12.6" x 19.2" (If not using Document Insertion Unit). External side joggers keep output in neat stacks. Includes 2/3 Hole Punch
- Includes Document Insertion Unit for up to 13"x 19.2" Output
- Paper Folder with Double Parallel Fold, C/Accordion Fold, Z-Fold and Half Fold. Supports 13 lb. Bond to 28 lb. Bond

STAPLED DOCUMENTS
Produce stapled documents, such as presentation handouts, of up to 100 sheets, with both corner and double stapling options.

SADDLE-STITCHED BOOKLETS
In-line saddle-stitching provides up to 100-page or 120-page* brochures, catalogs, and programs. Square-fold options* and unique Saddle Press technology** help to limit bowing, so booklets lie flat.

FULL-BLEED BOOKLETS
Print booklets on media sizes of up to 12.6" x 19.2" and benefit from in-line, face- and two-knife trimming for high-quality, full-bleed booklet output.

OFF-LINE FINISHING
Via the High-Capacity Stacker, the varioPRINT 140 Series presses output neat stacks of loose leaves that can be unloaded to feed your off-line, post-processing equipment—and all without interrupting print production.

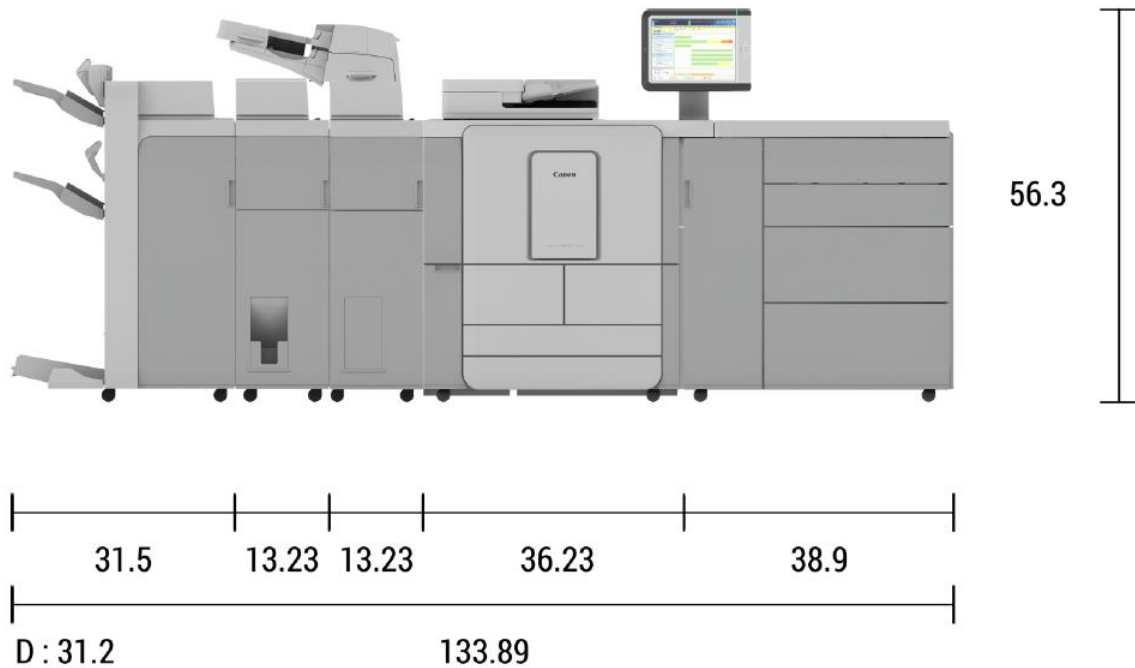
BOUND PRESENTATIONS AND MANUALS
Standard or custom punch dies produce ready-to-bind documents for a variety of binding methods—plastic comb, velo bind, or color coil binding—eliminating the need for prepunched sheets or off-line hole punching. The in-line Ring Binder creates up to 200-page punched and bound books in one, uninterrupted run, thereby eliminating the off-line binding step.

FOLDED BROCHURES
Produce flyers, mailings, letters, and folded leaflets in-line with the folding unit.



5521 Carlisle Pike, Mechanicsburg, PA 17050

Tel: 717.918.9302 | amsmeltz@fraser-ais.com | www.fraser-ais.com



What the varioPRINT 140 delivers



Integral Productivity

Optimal productivity by unique Technology, PRISMA-driven workflow and outperforming reliability



Application quality

Offset-like print quality with excellent line sharpness and halftone uniformity, consistent registration



Sustainability

No ozone, no waste toner and one of the lowest energy consumption per print

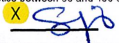
Canon



Option to Buy out and Continue Maintenance Agreement:

Buyout Total	Best in Class Maintenance Agreement Includes all Consumables, Parts, Labor and Toner except for Paper, Staples, Network Services, Waste Toner Containers and Freight/Fuel
\$20,606.73	\$1,350.00/mo. Includes 3.6 Million Clicks Annually with Overages Reconciled at \$.0045 per Click.



1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items," which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will start on the date that we pay the supplier or any later date that we designate. ~~You agree to pay interest on an amount equal to 100% of the Payment multiplied by the number of days between equipment delivery and the Agreement start date.~~ Unless otherwise stated in an addendum hereto, this Agreement will renew for ~~12~~ month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. 

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of up to \$100.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards, (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize and ratify us to file a financing statement (UCC-1). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an insurance charge, which will include reimbursement of the premiums advanced by us, our processing fee, and a finance charge of up to 18% (or the maximum rate allowed by law if less) and which may be higher than the amount that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance or otherwise. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 2% per year, provided we elect to apply this Subsection A. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not divide, consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify, and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

8. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE; EXECUTION AND TRANSMISSION OF DOCUMENTATION; MISC.:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations. We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Agreement, any schedule or supplement hereto and all other documents entered into in connection with any of the foregoing (together, the "Documents") as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, INFRINGEMENT, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner (or if this Agreement is assigned, the law of the state of its assignee's principal place of business). You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. **MAINTENANCE AND SUPPLIES:** Unless waived by you by initialing in the space provided on page 1, the charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance (during normal business hours), inspection, adjustment, parts replacement, drums, cleaning material required for proper operation, as well as black toner and developer. Paper must be separately purchased by you. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. To provide maximum operation of your Equipment, Fraser Advanced Information Systems will inventory, at your location, toner cartridges and supplies for each piece of Equipment. Inventory toner cartridges and supplies are the property of Fraser Advanced Information Systems and must be returned at the conclusion of the Agreement. You agree that failure to return any toner cartridge shall result in a CPC charge in the full yield of each unreturned cartridge. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. ~~At the end of the first 12 months after commencement of the Agreement, and once cash, successive 12 month periods thereafter, we may increase the Payment and the "cost per copy" charge that exceeds the number of copies originally designated in this Agreement ("Overages") by a maximum of 15% of the existing Payment or "cost per copy" charge.~~ You authorize Fraser Advanced Information Systems to install meter reading software (including any updates, patches or replacement software) on one or more of your workstations that are connected to the network in which the Equipment is connected so that meter reads can be retrieved from the Equipment and transmitted electronically.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

Fraser
Advanced Information Systems

SHIP TO	
Derry Township School District	
30 E Granada Avenue	
Hershey, PA 17033	
Contact	Traci Landry
Phone/Email	(717) 534-2501/tlandry@hershey.k12.pa.us

BILL TO	Purchase Order:
Derry Township School District	
30 E Granada Avenue	
P.O. Box 898	
Hershey, PA 17033	
Billing Contact	Traci Landry
Phone/Email	(717) 534-2501 / 1

[illegible]

In consideration of full payment, FAIS will perform maintenance service on the equipment described, subject to the terms below:


Smart Support Desk - (free first 90 days) Billed annually to customer directly after 1st 90 days - \$295 base plus \$25 per additional device per year

Equipment Subtotal

Pricing locked in for 60 month term

Description	Serial #	ID #	Description	Serial #	ID #

Print Name: Lindsay Drew Title: Board President

Signature: 

June 13, 2022

Smart Connect Support

Accepting and/or Maintaining Future Coverage

Covers installation and configuration of the device and device software to the customer's computers or network

Covers troubleshooting, reinstallation, reconfiguration of the device and device software only.

Covers updates to the device firmware which pertain to specific issues addressed in that firmware change.

Declining and Expiring Coverage

Support for any of the above listed in Accepting and/or Maintaining Future Coverage is billable at the current hourly rate if coverage is declined or has

Exclusions to all Network/PC Support

Electrical work external to the equipment is not covered. Any charges by an outside source to improve electric or network lines are the responsibility of the customer.

Network wiring to improve or connect the hardware to a computer or network is not included and is the responsibility of the customer.

Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments or conflicting software is used with the equipment is not covered.

There may be additional charges for service of malfunctioning equipment when unauthorized parts, attachments or conflicting software is used with equipment.

Troubleshooting of third party hardware or software such as hubs, switches, routers, Microsoft Word, Microsoft Excel, Adobe Acrobat Reader, etc. is not covered.

Liability Release Statement

Customer hereby acknowledges that it has requested Fraser Advanced Information Systems to install or troubleshoot certain software or hardware products (the Products) on customer's computer hardware, peripherals, network hardware and network software (the Computer). Customer acknowledges that Fraser Advanced Business Systems has no knowledge or control over the type of software currently on customer's computer or the environment in which it operates and that some software including the existing software on the customer's computer, may contain configurations or algorithms which are incompatible with the products. Customer acknowledges that because of these and other factors which are beyond the control of Fraser Advanced Information Systems, there are risks associated with the installation of service of the products, including, without limitations, the risk that data on the computer may be damaged or deleted.

Customer acknowledges that it is advisable and the sole responsibility of the customer prior to installation or service of the products to back up all data contained on the computer which customer, in its sole discretion, deems necessary including, without limitation, all directories, sub-directories and partitions. If any data is damaged or deleted, customer is solely responsible for restoring such data to the computer.

In consideration of Fraser Advanced Information Systems agreeing to perform such installation, customer agrees for itself, its employees, agents, successors and assigns to hereby release and forever discharge Fraser Advanced Information Systems and its employees, agents, successors and assigns from any and all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the products and the actions of an employee or agent of Fraser Advanced Information Systems related to the installation, maintenance, function or use of the software or hardware.

Additional Items

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not the result of operator negligence. Fraser's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Fraser technical representative, or the supplies used are not authorized or approved by Fraser.
2. Service shall be provided without additional charge between 8 a.m. and 5 p.m. Monday through Friday (except national holidays).
3. The maintenance service plan includes all necessary parts with the following exceptions:
 - a. Cassettes, caster, exit trays, work trays, or any item that is not related to the electro-mechanical operation of the equipment.
 - b. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - c. Photoconductors (master units) are considered supply items, not parts. Agreements include photoreceptor (drum) unless otherwise specified.
 - d. Any software system or related connectivity support.
4. Maintenance with supplies agreements include toner, developer and master units. The agreements do not include MICR toner, paper or staples.
5. Renewals automatically unless cancelled in writing by either party 90 days prior to expiration. Prices subject to change at renewal time.
6. It is the customer/user responsibility to provide power that meets the specific equipment needs as well as proper service access space around the equipment. If either one or both of these conditions is not met, Fraser reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate space is provided.



Fraser AIS:

Headquarters: 320 Penn Avenue, West Reading, PA 19611

Locations: Philadelphia - Lehigh Valley - Harrisburg

www.fraser-ais.com

More Choices, Better Solutions

Delivery and Installation Contact Information

All highlighted fields must be completed by Fraser Representative

Company Name: Derry Township School District		Address: 30 E Granada Avenue	
City: Hershey	State: PA	Zip: 17033	Department:
Delivery Contact: Traci Landry		IT Contact: Phil Ayala	
Delivery Contact Phone: (717) 531-2501 ext 3230		IT Contact Phone: (717) 534-2501 ext 3232	
Delivery Contact Email: tlandry@hershey.k12.pa.us		IT Contact Email: payala@hershey.k12.pa.us	
Site Requirements:		5) Will you require any cabling? NO Indicate length in feet	
1) Is a dedicated power outlet available*? YES		a) Network Patch Cable	
2) Will this device be connected to the network? YES		b) Phone cord	
3) Is there an active & open network jack? YES		6) Connect to Virtual Intelligent Software**? YES	
4) Is there an active phone jack available? (fax) NO		7) Remote or Onsite***? Onsite	

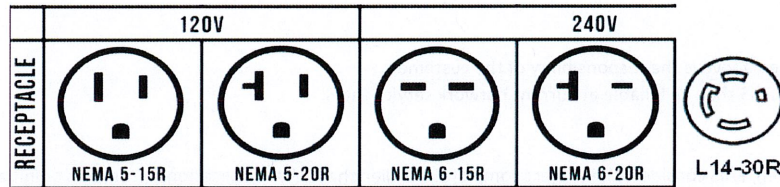
**Virtual Intelligent Software (VIS) - Fraser utilizes this software product to automatically collect meters and supply levels from your equipment. Virtual Intelligent Software requires installation on a Windows computer that is always online.

***Remote Installation requires Network and Preprogramming info page to be filled out. If "Onsite" is selected and information is provided on network sheet, the device will be pre-programmed for the installer allowing them to accomplish more within the installation timeframe.

Installation is assumed to be REMOTE unless reason is specified here _____

Model Description:
varioPRINT 130 MFP Model with Printer Operation

Power Requirement:
NEMA 6-20



* Fiery will need an addition dedicated 15 AMP Outlet

** Customer or Fraser Representative has confirmed that the correct power source in correct for the incoming equipment

Confirming person's name: Phil Ayala Initialed: PA
Date of confirmation: 6/13/2022

Section A - Required Signature Approvals:

Customer (PRINT NAME): Philip Ayala
Customer Signature: *Philip Ayala* Date: 6/13/2022
My signature on this agreement design attests that I have read, understand and agree with the above terms.

Sales Manager Signature: _____ Date: _____
Sales Rep. Signature: _____ Date: _____

If you do not require a Fraser Technician to perform your network installation please sign the Digital Liability Waiver.

Section B - Services Waived:

Customer understands that by declining Fraser's installation to its network, Fraser will assume no liability for the improper installation/operation of above products. Installation of the networked devices by anyone other than Fraser will void all warranty of the network interface card and print controller board or RIP device. If the

Customer (PRINT NAME): _____ Date: _____
Customer Signature: _____

FRASER SOLUTION IMPLEMENTATION

Fraser is proud to offer the Fraser Solution Implementation Agreement designed to maximize your return on investment through the industry's most comprehensive approach to the implementation of integrated systems solutions.

Fraser Responsibilities

1. Deliver, install, and connect equipment to network.
2. Load print drivers and test functionality on up to four workstations and server, for Current Multifunctional Devices Only. Additional workstations will be invoiced at \$149.00/hour.
3. Instruct network administrator on connecting device to network, installing print drivers, fax and scan drivers, plug-ins if applicable and general use of drivers in applications. (Maximum
4. Fraser can only support E-Automate supported software.

Client Responsibilities

1. Provide a dedicated polarized electrical power outlet meeting manufacturer's specifications.
2. Provide dedicated fax line if faxing is required.
3. Provide a dedicated active network port & patch cable. (For certain solutions, 2 ports may be required.)
4. Provide adequate space for equipment meeting manufacturer's specifications.
5. Provide network administrator on site for installation support, work station setup, and training if deemed necessary. Provide key user on-site for installations, for training.
6. To ensure the proper maintenance and care of your equipment, enter into a maintenance agreement with Fraser Advanced Information Systems.

Installations are scheduled by Appointment Only

Software Licensing

All software installed at the customer's location is governed by its original licensing agreement. Maintenance of licensing agreements is the customer's responsibility.

Loss of Data

The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. Under no circumstances shall FAIS be held responsible for any loss of data.

Color Calibration

For color systems that require use of a densitometer, color calibration is not covered under this agreement. Calibration shall be billed by FAIS at current network service rates. Black and white not applicable.

Additional Software Installation

Additional installation of software not specified above is the responsibility of the customer. Additional software installation requested of FAIS shall be billable at current network service rates.

Considerations

Once a *successful installation has been proven, FAIS considers the Project complete. If a client has other applications, programs or initiates any reconfiguration of the existing network where FAIS assistance is needed, you will be required to purchase **time blocks or pay the prevailing hourly rate, FAIS cannot guarantee integration and

Demo Installation

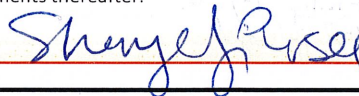
For on-Site Demo Installations Fraser will assist in the installation of one workstation. Driver and Utility Removal are the clients' responsibility.

* Successful installation is defined as the ability to print a standard test page from a designated workstation to the device.

** Time blocks are discounted blocks of time, which can be purchased in 10 hour increments.

*** Hourly rates are charged at the rate of \$179/hr. for the first hour and 1/4 hour increments thereafter.

I have read, understand and agree to all of the above listed points



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 2898971

Addendum to Agreement # 2898971 and any future supplements/schedules thereto, between DERRY TOWNSHIP SCHOOL DISTRICT, as Customer and FRASER ADVANCED INFO SYSTEMS, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

FRASER ADVANCED INFO SYSTEMS

Lessor

Signature

Title

Controller

Date

5/17/2022

DERRY TOWNSHIP SCHOOL DISTRICT

Customer

Signature

Title

Board President

Date

June 13, 2022

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Services Order Form

Order #: Q-233747-1
 Date: 2022-03-02
 Offer Valid Through: 2022-06-15

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Derry Township Sd

Address: 30 East Granada Ave
 City: Hershey
 State/Province: Pennsylvania
 Zip/Postal Code: 17033
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Traci Landry
 Email: tlandry@hershey.k12.pa.us
 Phone: +1 717 534 2501

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	2,600	USD 5.95	USD 15,470.00
Recurring Sub-Total						USD 15,470.00
Year 1 Total						USD 15,470.00
Grand Total:						USD 15,470.00

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:


<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

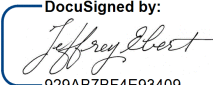
PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Derry Township Sd

Signature:	
Name:	Lindsay Drew
Title:	Board President
Date:	6/15/2022

Instructure, Inc.

Signature:	<div>DocuSigned by:</div>  <div>929AB7BE4E93409</div>
Name:	Jeff Ebert
Title:	Sr. Manager, Deal Desk
Date:	5/10/2022



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Customer Agreement No. Q-71025

Newsela Sales Rep: Nicole Abernathy

Contact Email: nicole.abernathy@newsela.com

Offer Date: January 5, 2022

Expiration Date: October 8, 2022

To:

Stacy Winslow
Derry Township School District
30 E Granada Ave
Hershey, PA 17033-1591

Qty	Products/Services	List Price
1	Newsela	\$15,840.00
Contract Grand Total		\$15,840.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

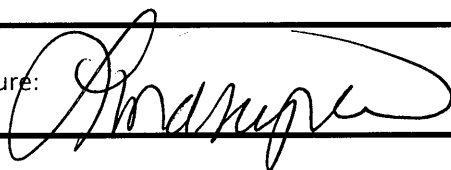
Bill-To Name: Traci Landry

Bill-To Email: tlandry@hershey.k12.pa.us

By initialing here, I agree that the billing details stated above are current and accurate. MA

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:



Date of Signature: June 13, 2022

Appendix

School	Products/Services	License Dates
HERSHEY MIDDLE SCHOOL	All Access PD Pass - School License	10/09/22 - 10/08/23
HERSHEY MIDDLE SCHOOL	Newsela ELA	10/09/22 - 10/08/23
DERRY TOWNSHIP SCHOOL DISTRICT	Individual Virtual Add-On Session	10/09/22 - 10/08/23
HERSHEY HIGH SCHOOL	All Access PD Pass - School License	10/09/22 - 10/08/23
HERSHEY HIGH SCHOOL	Newsela ELA	10/09/22 - 10/08/23

Customer name: Hershey Middle School

Primary contact name:

Lindsay Drew

Primary contact email:

Billing address:

PO Box 898

Hershey, Pennsylvania 17033

United States

Will a PO be required? (If Yes, please provide form)

Service start date:

08-02-2022

Service end date:

08-02-2023

Payment terms:

Upfront

Billing terms:

Net 30

NoRedInk Remittance Address for Checks:

NoRedInk Corp

PO Box 92507

Las Vegas, NV 89193-2507

Tax exempt? (If Yes, please provide certificate)

Billing email:

Billing contact name:

SUMMARY

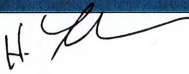
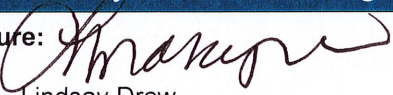
PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
NoRedInk Premium Site License - D	NoRedInk Premium for all students at Hershey Middle School, plus virtual, self-guided PD for all teachers.	\$9,450.00	1	\$9,450.00
TOTAL:				\$9,450.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: lindley@noredink.com

Contract terms:

This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Hershey Middle School Signature
Signature: 	Signature: 
Name: Heather Lanham	Name: Lindsay Drew
Title: Manager, Customer Success	Title: Board President
Date: 5/11/22	Email:
	Date: June 13, 2022



SecondLifeMac

Buyback Quote

Number: 00003284

Date: 5/12/22

Signature due by: 5/27/22

Receive products by: 6/29/22

Phil Ayala
Derry Township School District
PO Box 898
Hershey, Pennsylvania 17033
United States
payala@hershey.k12.pa.us
7175342501

Megan Finnegan-Ratliff
Second Life Mac
7603 New Gross Point Road
Skokie, Illinois 60077
United States
megan@secondlifemac.com
(614) 562-9575

Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Line Item Description	Quantity	Buy Price	Total Price
iPad 5th Gen 9.7" (32GB)		1,161	\$108.00	\$125,388.00
iPad 5th Gen 9.7" (32GB)	Broken- Shattered Screens	150	\$10.00	\$1,500.00
iPad mini 2nd Gen (16GB)		77	\$20.00	\$1,540.00

Maximum Value	\$128,428.00
Minimum Guarantee	\$77,060.00
Total Value of Deductions Waived	\$19,432.00

Guarantee

All units quoted with Grade A prices. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%.

This quote is guaranteed until 6/29/22 when signed on or before 5/27/22.

All products must be received on or before 6/29/22.

The Minimum Guarantee reflects the minimum payment that will be paid on working devices (Grades A-D). If the audit results reflect a higher payment than the Minimum Guarantee, SecondLifeMac will pay the higher amount. Any additional deductions from missing accessories, cables, and chargers, will be calculated after the Minimum Guarantee.

The Minimum Guarantee is based on the quoted working (Grades A-D) quantity of devices. If the actual number of working devices is different than the quoted quantity, the Minimum Guarantee will be recalculated.

Pick-Up and Shipping

Second Life Mac provides all shipping supplies and delivery expenses at no additional cost.

Second Life Mac also offers a full-service on-site solution that provides convenience and security. All logistics and material handling responsibilities are completed by a dedicated team of full-time employees of Second Life Mac and coordinated



SecondLifeMac

Buyback Quote

Number: 00003284

Date: 5/12/22

Signature due by: 5/27/22

Receive products by: 6/29/22

by a dedicated Project Manager. Our Project Manager will collect the requirements for each site location(s) and present a comprehensive plan. Full-service includes our custom packaging, zero-touch packing, and loading. Finally, all of the assets are transported directly from the point(s) of origin directly to our secure 42,000 sq. ft. facility in Skokie, IL. This solution is provided at no additional cost.

Deductions

Any products received after 6/29/22, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment will be delayed.

Any products locked 30 days after pick-up, a 10% deduction will apply and continue to apply every 30 days thereafter.

Any remaining locked units will have 100% deduction and recycled responsibly.

WAIVED - Case and asset tag removal - \$5 / product

Factory engraving removal - \$10 / product

WAIVED - iPhone / iPad charging cable replacement - \$4 / product

WAIVED - iPhone / iPad OEM power adapter replacement - \$5 / product

Mac desktop keyboard or mouse replacement - \$25 / product

Mac desktop power cable - \$15 / product

Mac laptop OEM power adapter replacement - \$30 / product

Terms

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.

Derry Township School District

My Fav Electronics, Inc. d/b/a Second Life Mac



SecondLifeMac

Signature: _____

Name: Lindsay Drew

Date: June 13, 2022

Buyback Quote

Number: 00003284

Date: 5/12/22

Signature due by: 5/27/22

Receive products by: 6/29/22

Signature: _____

Name: _____

Megan Ratliff

Date: _____

6/15/2022

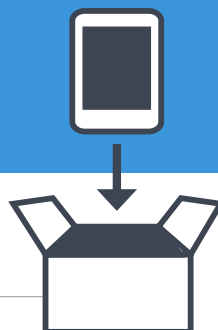
SecondLifeMac

Our Grading Scale.

iPad	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. LCD has no white spots.
C	Normal signs of wear including usual scratching on back of device and around all ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have any noticeable white spots.
D	Heavy signs of wear including heavy scratching on the exterior of the device, dings on up to 4 corners, and deep scratches on the screen. Screen may be slightly lifted.
F	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Volume Buttons, Microphone, Speaker, Power/Home Buttons, Headphone Jack, Battery, Wi-Fi Cable, Camera, Charging Port. Condition will vary.
Mac	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. Screen is free of pressure marks. LCD has no white spots.
C	Normal signs of wear on exterior of device and around ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have noticeable white spots, may have light pressure marks on screen.
D	Heavy signs of wear including excessively bent corners, scratches/dents on the exterior and possible deep scratches/pressure marks on the screen. LCD may have white spots/dead pixels.
F	Has a functional defect and/or extreme cosmetic damage. Defective components include: Screen, LCD, Headphone Jack, Ports, Trackpad, Battery, Logic Board, Hard Drive, Camera, Speaker, Keyboards/Missing Keys, Wi-Fi Cable. Condition will vary.



Our Procurement Process



Pickup

- On-site pickup is conducted by our badged and background-checked employees who come on-site to inventory, pack and ship your devices. These experienced asset recovery specialists work independently and do not require your staff oversight.
- During the COVID-19 pandemic, all CDC recommended safety precautions are taken, including the use of PPE and social distancing. Employees are tested frequently for COVID-19, and are not allowed to travel if they feel unwell. After your devices are packed and shipped, our employees sanitize all work surfaces.
- We also offer the industry's only Touchless Trade-in™, a drive-through process that allows parents and students to safely refresh their devices without handling by administrators.
- To protect devices while in transport, Second Life Mac uses custom packaging and shipping services that are insured and secure.
- Devices are inventoried and each device is labeled with a unique identifier, which provides transparency and tracking through the entire process. An inventory count is provided to the district at the time of pick up.

Mail-in

- For smaller fleets, we will send specialized packing materials and arrange for secure shipping.

Data Erasure

- Devices arrive at the Second Life Mac secure warehouse, where they are tested to ensure that they are unlocked and removed from mobile device management (MDM) services.
- Customers are notified when the devices have arrived, and are given a list of any devices with lock issues.
- The confidentiality and security of data is of extreme importance. Second Life Mac immediately erases and removes all customer information from devices. We meet National Institute for Standards and Technology (NIST) standards for data erasure, and no customer information is ever shared with a third party.
- Any hard drive that cannot be erased is destroyed. Data erasure certificates are available at any time.

Audit

- Our audit team functionally tests the devices, including screens, internal components, keyboards, cameras, and external ports and jacks.
- Then, all devices are cosmetically cleaned and identifiers such as asset tags, stickers, markings, and engravings are removed.
- Finally, devices are inspected cosmetically to look for chips in screens, dents or scratches in the device housing, and missing buttons.
- Devices are graded based on the function and cosmetic inspections (see grading).
- Please have all devices removed from ADM/DEP/ACT/EFI lock.

Reconciliation & Payment

- Second Life Mac creates a detailed reconciliation report that lists devices by model and grade.
- Your account manager calls you to review the audit report, and to address any questions.
- Finally, a payment is sent promptly.



From Pick-Up to Payout

Step 6: Receive our Audit & Payout

Your DP/AE will reach out to review your completed audit once it is finished. Your payout will follow 1-2 weeks after the audit process.



Step 5: Receive A Delivery Confirmation From SLM

Johnny Barber, our Procurement Operations Manager, will send you an email confirmation once the warehouse has received your shipment. Johnny will also confirm that all devices have been unlocked for a seamless audit process.



Step 1: Unlock Your Devices

To start the process, *all* devices must be removed from *all* of the following:

- Apple Device Enrollment Programs (DEP)
- Mobile Device Management (MDM)
- Activation Lock
- Firmware Passwords
- iCloud Accounts



Step 2: Confirm You're Ready For Shipping Materials

The hardest part is done! Now, let's get to shipping. Simply email your DP/AE and our Pick-Up Coordinator, Dominick De Luca to confirm that your devices are unlocked and that you're ready to receive packaging supplies and shipping form(s). Dominick will send these to the predetermined location(s) that you and your DP have outlined.



Step 4: FedEx Pick-Up

FedEx will collect your devices and deliver them safely to our Second Life Mac headquarters and secure warehouse in Skokie, Illinois.



Step 3: Pack Your Unlocked Devices

Using the secure packaging provided by SLM, complete the self-packing process. When all of your unlocked devices are packed and ready for FedEx pick-up, simply email your DP/AE and Dominick the following:

- The completed shipping form
- An accurate device count



Are you sure your devices are unlocked?

Your SLM Team

Dominick De Luca

Pick-Up Coordinator
(847) 410-5508 x 412
dominick@secondlifemac.com

Johnny Barber

Procurement Operations Manager
johnnyb@secondlifemac.com



SecondLifeMac

Our References.

Leah Sparks
Executive Director of Technology
Kanawha County Schools (WV)
200 Elizabeth Street
Charleston, WV 25311
304-348-6116
25,000 students, 19,976 devices

Jason Genovese
Oracle Technology Director
Garland Independent School District (TX)
410 Stadium Drive Garland, TX 75040
JEGenove@garlandisd.net
214-701-0426
56,471 students, 5,300 devices

Amy Arbogash
Director of Technology
Verona Area School District (WI)
700 North Main St.
Verona, WI 53593
5,658 students, 5500 devices

Russ Vander Mey
Director of Technology
Barrington School District 220 (IL)
515 W Main Street
Barrington, IL 60010
rvandermey@barrington220.org
847-842-3563
9,000 students, 6,927 devices

Mike Dronen
Executive Director of Technology
Minnetonka ISD 276 (MN)
5621 County Road 101
Minnetonka, MN 55345
mike.dronen@minnetonkaschools.org
952-401-5078
10,700 students, 5,810 devices

Jeremy Davis - Fullerton School District (CA)
1401 W Valencia Drive
Fullerton, CA 92833
jeremy_davis@myfsd.org
714-447-7478

Stacy Parr - Springfield City School District (OH)
651 E Home Road
Springfield, OH 45503
parr@scsdoh.org
937-505-4351

Rich Boettner - Hilliard City School District (OH)
2140 Atlas Street
Columbus, OH 43228
rich_boettner@hboe.org
614-921-7032

Kim Trojanowski - School District of Waukesha (WI)
222 Maple Avenue
Waukesha, WI 53186
ktrojano@waukesha.k12.wi.us
262-970-1057

Peter Robinson - Auburn School Department (ME)
60 Court Street
Auburn, ME 04210
probinson@auburnschl.edu
207-784-6431 Ext. 1020

Joe Leacu - Mendon-Upton Regional Schools (MA)
150 North Avenue Mendon, MA 01756
jleacu@mursd.org
508-634-1585

Phil Liebrecht - Ayersville Local Schools (OH)
28046 Watson Road
Defiance, OH 43512 pliebrecht@ayersvillepilots.org
419-308-1647



SecondLifeMac

Case Study: Auburn, ME



Background

The city of Auburn is the fifth largest city in Maine, and is situated in the state's second largest metropolitan area. With more than 3,600 students in 10 pre-k through 12 schools, the Auburn School Department is among the most technically advanced in the state. Participating in the Maine Learning Technology Initiative (MLTI), the department boasts a 1:1 technology environment for its middle and high school students.

In 2011, Auburn schools began offering 1:1 iPads to the current kindergarten class, and then funded 1:1 for each subsequent kindergarten class until the budget ran out in 2014. Students now share the devices.

Today, Auburn schools have approximately 2,700 devices, including 1,200 iPads used in grades K-6, and 1,500 MacBook Airs acquired through the state's 1:1 initiative for grades 7-12.

Challenge

In order to provide technology devices to as many students as possible, the Auburn School Department found itself in a cycle of using devices until they stopped working. After the MLTI lease ended on a fleet of MacBooks, the technology department bought the devices and then would repair them until they couldn't be repaired anymore. At that point, the devices would be used for parts. A similar approach was used for iPads.

"Our history was that we would use devices until they were worthless, and then recycle them for pennies apiece. We needed a different model that would provide our students reliable and updated technology so they had the best learning environment," said Peter Robinson, technology director of Auburn School Department.

Robinson and his team adopted an approach where devices would be leased and refreshed every three to four years, ensuring that students had current devices and software, while also reducing the number of repairs needed.

At the end of the lease, the Apple devices still had

considerable value so they contracted with a device buyback company that didn't deliver on the agreed upon price and handled their devices roughly.

Solution

When it was time for the next refresh, Robinson solicited information and quotes from five different buyback companies. One company—SecondLifeMac—sent a buyback expert out to do a pre-assessment of the schools' devices, and then based the quote on the information gathered during that visit.

"The quote wasn't the highest and it wasn't the lowest, and that wasn't a bad thing," said Robinson. "We felt the high quote was unrealistic and the low quote was really low. We were impressed that SecondLifeMac was trying to do the right thing and guaranteed the price they quoted."

To conduct the refresh, SecondLifeMac sent Auburn School Department all the packing materials needed, along with shipping labels. Robinson's team simply removed the "Find my iPad" information and activation lock from each device, slipped them into the protective packaging and sealed the boxes. SecondLifeMac arranged for pick up of the devices.

Outcome

SecondLifeMac purchased 1,800 iPads, and the Auburn School Department was so pleased with the service that they did a second trade-in with a number of MacBooks. The buyback took just a few weeks from start to finish, and the department had the funds in time to buy down the lease on a new fleet of 1,200 6th generation iPads.

Going forward, the Auburn School Department will still need to get proposals from multiple buyback companies when it's time to refresh again. However, Robinson said he would have to be very impressed to switch from SecondLifeMac.

"SecondLifeMac's customer service was terrific, and they paid what they promised to pay," said Robinson. "There were no surprises and no glitches."



SecondLifeMac

Our Team.



[Scott Pauga](#) | CEO and Founder

Scott founded SecondLifeMac as a solution for schools and businesses to recoup the value in their pre-owned Apple devices. A serial entrepreneur, Scott also founded My Fav Electronics, an online retailer of new and gently used consumer electronics with more than 400,000 customers worldwide.



[Paula Currie](#) | Vice President of Procurement

Paula is a 10-year veteran of Apple Inc., where she was a trusted expert on digital learning and 1:1 technology. Her goal is to ensure that all clients in Enterprise and Education achieve sustainable technology budgets and get the highest return on their pre-owned Apple devices.



[Megan Finnegan-Ratliff](#) | Director of Procurement

Megan has nearly 20 years of experience, including 12 years with Apple Inc, working with K-12 schools to ensure students have the best learning environment. She works directly with K-12 schools to get them the highest return on investment for their pre-owned Apple devices. She currently lives in Columbus, OH.



[Joseph Lee](#) | Director of Procurement

Joe enjoyed a 15-year career at Apple Inc., with 10 years spent in Apple Education prior to joining SecondLifeMac. Working with K-12 and Higher Education, Joe was consistently ranked among Apple's top 10 sales executives in the country. Prior to joining SecondLifeMac, Joe was a Commercial Account Executive with Salesforce.



[Craig Melissare](#) | Director of Procurement

Craig was an Account Executive with Apple Inc. for 5 years prior to joining SecondLifeMac. At Apple, Craig was successful in partnering with schools on several 1:1 iPad and Mac initiatives. He was recognized at Apple for his ability to collaborate cross-functionally to meet the needs of schools.



SecondLifeMac

Our Team.



Matt Hannegan | Director of Procurement

Matt is a seasoned Enterprise and Education technology sales executive. Matt spent 10 years at Apple Inc., where he was responsible for \$190M in Apple sales. At Apple, he grew and managed an \$18M annual territory, with a focus on 1:1 mobile learning. Matt also held senior sales positions for several enterprise companies.



Brennen Pinchback | Director of Procurement

Brennen is a 20-year veteran of Apple, Inc., where he served as a senior account executive in Texas for 16 years. There Brennen worked closely with K-12 schools in the Southeast as a trusted partner, helping them create, deliver and sustain digital learning environments. He consulted regularly on total cost of ownership (TCO) best practices with schools to assist in implementing and refreshing 1-to-1 digital learning classrooms."



Ryan Egan | Director of Enterprise

Ryan Egan works with businesses to provide creative IT asset disposition solutions that add value through the sellback of used Apple devices. Ryan spent nearly seven years at Apple Inc. helping organizations manage their technology assets. After Apple he joined a North American ITAD company, where he developed and led their enterprise Apple buyback program.



Stephen Howser | Procurement Manager

Stephen enjoyed the last 12 years with Office Depot, Inc. prior to joining Second Life Mac. His first 2 years with Office Depot he managed the State of Illinois Master Supply contract. The remaining 10 years he resided in the legal department as one of the inceptive team members of the Contract Compliance Division.



SecondLifeMac

Our Data Erasure Policy and Procedure.

SecondLifeMac understands that data security is of utmost importance to all of our customers. The successful removal of all user data requires the highest standards in software and processes. To ensure that sensitive customer information is not exposed during or after our audit process, we have partnered with [Blancco Technology Group](#), a leading global provider of mobile device diagnostics and data erasure. Compliant with all state, federal and international data privacy regulations and guidelines, including DoD 5220.22 M, NIST 800-88 and NISD, our state of the art erasure software meets the most accurate erasure standards.

Data Sanitization is the process of deliberately, permanently and irreversibly removing or destroying the data stored on a memory device to make it unrecoverable. By overwriting the data on the storage device, the data is rendered unrecoverable. There are three methods to achieve Data Sanitization: Physical Destruction, Cryptographic Erasure and Data Erasure. Data Erasure, or the software overwrite of data, is the method primarily used by SecondLifeMac.

All equipment received by SecondLifeMac is handled by authorized personnel and stored in a secure, monitored and locked facility. The facility is monitored by security cameras and a Brinks alarm system. A SecondLifeMac employee destroys data on all hard drives received according to the following procedures:

- 1x data overwrite: BMDE software (Blancco Mobile Device Erasure) was used on mobile electronic devices to overwrite all addressable storage and indexing locations on the drive one time with zeros (0x00) and then verified.
- NIST 800-88 Purge: BDE Software (Blancco Device Erasure) was used on hard drives to overwrite all addressable storage and indexing locations including Host Protected Areas (HPA's) and random characters, and then verified.

Once all data is removed from the devices, the Data Erasure software produces a tamper-proof certificate containing information that the erasure has been successful and written to all sectors of the device, along with data about the device and standard used. We have designed our audit process in this manner to ensure that no device ever leaves our facility with client information remaining on the device.

In the event of extreme cosmetic damage and physical destruction of the device and/or hard drive being required, we partner with local Chicago-based recycling service, Belmont Trading Company, an R2 Standard, e-Stewards, OHSAS 18001 Health and Safety, ISO14001 and ISO 9001 Quality Certified company. In addition to these certifications, Belmont Trading Company works in compliance with Sarbanes-Oxley, Gramm-Leach- Bliley (GLB) and Health Insurance Portability and Accountability Act (HIPAA) requirements.

Upon completion of the audit process, SecondLifeMac can provide a certificate of data erasure acknowledging the removal of all user data from received devices. Any specific requests not outlined above can be accommodated.



Responsible[™]
Recycling



Touchless Trade-In™

Introducing a drive-thru drop-off program with proprietary technology that enables the collection of devices for a fleet refresh—all while maintaining safe social distancing between students, parents and administrators.

EVENT ANNOUNCEMENT

Through an automatic text and/or email, students are notified of the *Touchless Trade-in* event date, time and location.



STUDENT VERIFICATION

The students confirm name, grade and the unique identifier of the devices they are returning.



INDIVIDUAL QR CODE

After responding, students instantly receive a confirmation message that includes a QR code and details next steps.



DRIVE-THRU DROP OFF

The day of the event, students or parents drive to the designated location and show their QR codes. Codes are scanned by a Second Life Mac technician wearing protective gear. This approves the removal of students' devices from the school's Device Enrollment Program (DEP).



Next, the student or parent drives up to a specially designed drop-off box and safely places the device inside. No one else will be near the box, and the only objects that students or parents touch are their own devices.

SEAL AND TRANSPORT

Once a drop-off box is full, a Second Life Mac technician securely seals it and replaces it with an empty carton. Immediately following the event, the boxes are transported to the secure Second Life Mac warehouse.



FROM AUDIT TO PAYOUT

In the warehouse, the devices are sanitized, audited, refurbished and prepared for re-sale. Schools swiftly receive a grading report and payout from Second Life Mac. Please see your bid estimate for exact terms.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of the 13th day of June, 2022 (the “Effective Date”) by and between the DERRY TOWNSHIP SCHOOL DISTRICT, a Pennsylvania Public School District organized and operating under the Pennsylvania Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq., with its primary place of business at 30 East Granada Avenue, Hershey, PA 17033 (hereinafter the “School District”) and the COCOA PACKS, a local non-profit organization, with a primary address of P.O. Box 613, Hershey, PA 17033 (herein after the “Packs”). The School District and the Department are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS the parties entered into a Memorandum of Understanding in 2019, since which the role and scope of COCOA packs work has grown and changed significantly;

WHEREAS this document supersedes and makes null and void the previous MOU from 2019;

WHEREAS, the Packs provides a weekend assistance program for the School District’s students in preschool through twelfth grade;

WHEREAS, the Packs is a non-profit organization committed to enhancing the emotional and physical well-being of the School District’s students;

WHEREAS, the School District desires to enter into this MOU with the Packs to permit the Packs to use the School District facilities for their assistance program and Food Rescue efforts to memorialize the relationship between the Parties;

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Packs agrees that all volunteers who have direct contact with students during the school day will have the proper clearances on file with the School District.
2. The School District shall provide a separate, secured entrance for Cocoa Packs in the Middle School building using authorized access cards. Access is permitted seven days a week from 6:00am-9:00pm.
3. During school hours, the Packs agrees that all volunteers will remain in the designated secure area and will have no direct interaction with students. Entry to any other area of the building shall require volunteers to check in to the main office of the appropriate School District building. On Special Event days approved volunteers will be permitted to move between the COCOA Pack area and cafeteria/storage areas. The outside COCOA Pack doors shall remain closed and locked during this time.

4. The Packs agrees that the assistance program shall be located in rooms B-130 and B-132 of the School District's Middle School building. The Choice Pantry for the High School is currently located in the staff lounge.
5. The Packs shall provide volunteers and parents with specific directions and parking procedures, in order to avoid any confusion or accidents. Volunteers and parents are required to park in designated COCOA Pack and/or visitor spaces during the school day and in only designated parking spaces at other times and may not impede school district traffic flow.
6. The Packs shall store and package all products in their assigned section of the building.
7. The Packs shall provide donation boxes located at the entrance of the School District's Elementary and Middle School offices.
8. Enrolled Elementary students shall be provided the opportunity to receive their weekly packs at their respective school building which are distributed directly to their classrooms. Enrolled Middle School students pick up their packs by the administration office prior to dismissal. High School Students visit the choice pantry in the Staff Lounge on between 1:00-2:45. All DTSD packs are distributed on Fridays
9. The Packs agrees to follow the applicable regulations of School District Policy 707 – Use of School Facilities.
10. The District agrees to maintain its facilities utilized by the Packs in good order in accordance with its standard operating procedures.
11. All gifts received by the Packs, including gifts of equipment, which require installation, storage, or maintenance and are permanent fixtures shall require the School District's Board approval. Any such gift donated shall become the property of the School District. Additionally, forms must be submitted and approved prior to purchase and/or donation to the School District.
12. The Packs agrees to adhere to all current and future Security and Safety Policies and Procedures.
13. The Packs agrees to adhere to all School District rules, regulations, and policies.
14. Packs agrees to adhere to all applicable Board Policies and acknowledges that failure to comply with such policies may lead to the imposition of greater restrictions on access to District facilities up to and including the revocation of the ability to access District facilities.
15. The School District, the Packs, and all volunteers will maintain confidentiality, privacy, and integrity of all the students and staff of the School District.

16. The Packs shall be responsible for the care, custody, control, and supervision of the School District's student volunteers while they are participants in the assistance program under the supervision of the Packs.

17. The Packs agrees to assume all responsibility for damage claims or liability of any kind arising out of or by reason of its use of the School District's facilities

a. All School District employees who volunteer with the Packs shall do so without liability to the School District.

18. In the event the Packs contracts with any individual(s) for services that take place on the School District's facilities, the services organization must carry a minimum of one million dollars (\$1,000,000) liability insurance, and must provide certificate(s) of insurance to the School District's Business Manager.

19. Except as otherwise provided in this Agreement, neither party shall be liable to the other for the consequential, indirect, or punitive damages arising from a breach of this Agreement.

20. Either Party may terminate this Agreement at any time, with or without cause, upon providing the other with ninety (90) days prior written notice.

DERRY TOWNSHIP SCHOOL DISTRICT

By:  [insert name]

Date: June 13, 2022

COCOA PACKS

By: Christine Draxler [insert name]

Date: 6/17/2022



Derry Township School District

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

DERRY TOWNSHIP SCHOOL DISTRICT ABSTENTION VOTING FORM

This form is being provided to document a board member's reason for abstaining to vote based on district policy No. 012 Conflicts of Interest which states in part:

"No Board member will vote on a any matter when the Board member has a conflict of interest. If a Board member would otherwise be required to vote on a matter on the agenda of any meeting of the Board or a committee thereof, the Board member shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest in a written memorandum that shall constitute a public record and shall be filed with the person responsible for recording the minutes of the meeting at which the vote is taken."

Board Member's Name:

Lindsay Drew

Date:

06/13/2022

Agenda Item and Title:

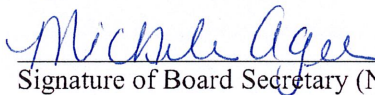
Approval of Cocoa Packs Memorandum of Understanding

Board member Reason for Abstaining:

Involvement with organization and business relationship



Signature of Board Member Abstaining



Signature of Board Secretary (Notes Receipt of Completed form only)

DERRY TOWNSHIP SCHOOL DISTRICT

Final Budget for General Fund Approval Resolution


RESOLVED, by the Board of School Directors of Derry Township School District, as follows:

1. The proposed Final Budget of the School District for the 2022-2023 fiscal year on form PDE-2028 as presented to the School Board is adopted as a Final Budget for the School District General Fund in the amount of \$71,375,841.

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 13, 2022.

Dated: June 13, 2022


Board President


Board Secretary

FINAL GENERAL FUND BUDGET

Fiscal Year 2022-2023

General Fund Budget Approval

Date of Adoption of the General Fund Budget: 06/13/2022



President of the Board - Original Signature RequiredJune 13, 2022

Date

Secretary of the Board - Original Signature RequiredJune 13, 2022

Date

Chief School Administrator - Original Signature RequiredJune 20, 2022

Date

Sheryl J Pursel

(717)531-2243

Extn :

Contact Person

Telephone

Extension

spursel@hershey.k12.pa.us

Email Address

CERTIFICATION OF ESTIMATED ENDING FUND BALANCE FROM 2022-2023 GENERAL FUND BUDGET

24 PS 6-688

(10/2010)

SCHOOL DISTRICT : Derry Township SD	COUNTY : Dauphin	AUN : 115221753
--	---------------------	--------------------

No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than)
Less Than or Equal to \$11,999,999	12.0%
Between \$12,000,000 and \$12,999,999	11.5%
Between \$13,000,000 and \$13,999,999	11.0%
Between \$14,000,000 and \$14,999,999	10.5%
Between \$15,000,000 and \$15,999,999	10.0%
Between \$16,000,000 and \$16,999,999	9.5%
Between \$17,000,000 and \$17,999,999	9.0%
Between \$18,000,000 and \$18,999,999	8.5%
Greater Than or Equal to \$19,000,000	8.0%

Did you raise property taxes in SY 2022-2023 (compared to 2021-2022) ?

Yes

☒

No

☐

If yes, see information below, taken from the 2022-2023 General Fund Budget.

Total Budgeted Expenditures	\$71375841
Ending Unassigned Fund Balance	\$5427830
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	7.60%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

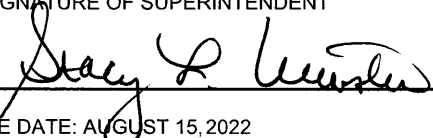
Yes

☒

No

☐

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT 	DATE 6/20/22
--	-----------------

DUE DATE: AUGUST 15, 2022

**CERTIFICATION OF USE OF PDE-2028
FOR PUBLIC INSPECTION OF 2022-2023 PROPOSED BUDGET**

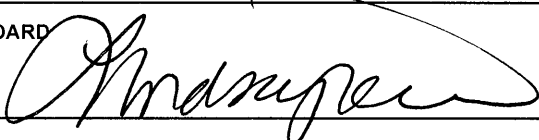
24 PS 6-687(a)(1)

(03/2006)

School District Name : Derry Township SD	County : Dauphin	AUN Number : 115221753
--	----------------------------	----------------------------------

Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT 	DATE June 13, 2022
---	------------------------------

DUE DATE: IMMEDIATELY FOLLOWING
ADOPTION OF PROPOSED
FINAL GENERAL FUND BUDGET

<u>Val Number</u>	<u>Description</u>	<u>Justification</u>
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	These funds will be used for unexpected expenditures or decrease in revenues that may arise during the year.
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	Committed fund balance will be set aside for persers rate stabilization and increases in medical costs.

<u>ITEM</u>	<u>AMOUNTS</u>	
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		
0810 Nonspendable Fund Balance	200,000	
0820 Restricted Fund Balance		
0830 Committed Fund Balance	3,000,000	
0840 Assigned Fund Balance		
0850 Unassigned Fund Balance	6,000,000	
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		<u>\$9,000,000</u>
Estimated Revenues And Other Financing Sources		
6000 Revenue from Local Sources	52,287,237	
7000 Revenue from State Sources	13,484,600	
8000 Revenue from Federal Sources	3,206,965	
9000 Other Financing Sources	2,324,869	
Total Estimated Revenues And Other Financing Sources		<u>\$71,303,671</u>
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation		<u>\$80,303,671</u>

	<u>Amount</u>
REVENUE FROM LOCAL SOURCES	
6111 Current Real Estate Taxes	39,179,237
6112 Interim Real Estate Taxes	175,000
6113 Public Utility Realty Taxes	48,000
6114 Payments in Lieu of Current Taxes - State / Local	1,000,000
6140 Current Act 511 Taxes - Flat Rate Assessments	160,000
6150 Current Act 511 Taxes - Proportional Assessments	9,575,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	1,050,000
6500 Earnings on Investments	50,000
6700 Revenues from LEA Activities	150,000
6800 Revenues from Intermediary Sources / Pass-Through Funds	425,000
6910 Rentals	50,000
6940 Tuition from Patrons	300,000
6990 Refunds and Other Miscellaneous Revenue	125,000
REVENUE FROM LOCAL SOURCES	\$52,287,237
REVENUE FROM STATE SOURCES	
7111 Basic Education Funding-Formula	3,394,813
7112 Basic Education Funding-Social Security	1,195,959
7160 Tuition for Orphans Subsidy	15,000
7271 Special Education funds for School-Aged Pupils	1,583,438
7311 Pupil Transportation Subsidy	430,000
7312 Nonpublic and Charter School Pupil Transportation Subsidy	70,000
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	144,972
7330 Health Services (Medical, Dental, Nurse, Act 25)	74,000
7340 State Property Tax Reduction Allocation	838,505
7505 Ready to Learn Block Grant	225,559
7820 State Share of Retirement Contributions	5,512,354
REVENUE FROM STATE SOURCES	\$13,484,600
REVENUE FROM FEDERAL SOURCES	
8514 NCLB, Title I - Improving the Academic Achievement of the Disadvantaged	645,016
8515 NCLB, Title II - Preparing, Training and Recruiting High Quality Teachers and Principals	124,138
8517 NCLB, Title IV - 21st Century Schools	44,146
8744 ARP ESSER - Elementary and Secondary School Emergency Relief Fund	2,193,665
8820 Medical Assistance Reimbursement for Administrative Claiming (Quarterly) Program	200,000
REVENUE FROM FEDERAL SOURCES	\$3,206,965

	<u>Amount</u>
OTHER FINANCING SOURCES	
9390 Permanent Fund Transfers	2,289,869
9400 Sale of or Compensation for Loss of Fixed Assets	35,000
OTHER FINANCING SOURCES	\$2,324,869
TOTAL ESTIMATED REVENUES AND OTHER SOURCES	71,303,671

AUN: 115221753 Derry Township SD

Multi-County Rebalancing Based on Methodology of Section 672.1 of School Code

Printed 6/8/2022 10:48:40 PM

Page - 1 of 3

Act 1 Index (current): 3.4%

Calculation Method:

Rate

Approx. Tax Revenue from RE Taxes:	\$39,179,237
Amount of Tax Relief for Homestead Exclusions	\$838,505
Total Approx. Tax Revenue:	\$40,017,742
Approx. Tax Levy for Tax Rate Calculation:	\$41,229,471

Dauphin

Total

2021-22 Data

a. Assessed Value	\$2,106,805,150	\$2,106,805,150
b. Real Estate Mills	18.7958	

I. 2022-23 Data

c. 2020 STEB Market Value	\$2,954,195,206	\$2,954,195,206
d. Assessed Value	\$2,121,425,020	\$2,121,425,020
e. Assessed Value of New Constr/ Renov	\$0	\$0

2021-22 Calculations

f. 2021-22 Tax Levy	\$39,599,088	\$39,599,088
(a * b)		

2022-23 Calculations

g. Percent of Total Market Value	100.00000%	100.00000%
h. Rebalanced 2021-22 Tax Levy	\$39,599,088	\$39,599,088
(f Total * g)		
i. Base Mills Subject to Index	18.7958	
(h / a * 1000) if no reassessment		
(h / (d-e) * 1000) if reassessment		

Calculation of Tax Rates and Levies Generated

j. Weighted Avg. Collection Percentage	97.00000%	97.00000%
k. Tax Levy Needed	\$41,229,471	\$41,229,471
(Approx. Tax Levy * g)		

I. 2022-23 Real Estate Tax Rate	19.4348
(k / d * 1000)	

III. m. Tax Levy Generated by Mills	\$41,229,471	\$41,229,471
(I / 1000 * d)		

n. Tax Levy minus Tax Relief for Homestead Exclusions	\$40,390,966
(m - Amount of Tax Relief for Homestead Exclusions)	

o. Net Tax Revenue Generated By Mills	\$39,179,237
(n * Est. Pct. Collection)	

AUN: 115221753 Derry Township SD

Multi-County Rebalancing Based on Methodology of Section 672.1 of School Code

Printed 6/8/2022 10:48:40 PM

Page - 2 of 3

Act 1 Index (current): 3.4%

Calculation Method:

Rate

Approx. Tax Revenue from RE Taxes: \$39,179,237

Amount of Tax Relief for Homestead Exclusions \$838,505

Total Approx. Tax Revenue: \$40,017,742

Approx. Tax Levy for Tax Rate Calculation: \$41,229,471

Dauphin

Total

Index Maximums

p. Maximum Mills Based On Index (i * (1 + Index))	19.4348	
q. Mills In Excess of Index (if (l > p), (l - p))	0.0000	
r. Maximum Tax Levy Based On Index (p / 1000 * d)	\$41,229,471	\$41,229,471
IV. s. Millage Rate within Index? (If l > p Then No)	Yes	
t. Tax Levy In Excess of Index (if (m > r), (m - r))	\$0	\$0
u. Tax Revenue In Excess of Index (t * Est. Pct. Collection)	\$0	\$0

Information Related to Property Tax Relief

V. Assessed Value Exclusion per Homestead	\$8,024.00	
Number of Homestead/Farmstead Properties	5377	5377
Median Assessed Value of Homestead Properties		\$162,200

AUN: 115221753 Derry Township SD

Multi-County Rebalancing Based on Methodology of Section 672.1 of School Code

Printed 6/8/2022 10:48:40 PM

Page - 3 of 3

Act 1 Index (current): 3.4%

Calculation Method:

Rate

Approx. Tax Revenue from RE Taxes: \$39,179,237

Amount of Tax Relief for Homestead Exclusions \$838,505

Total Approx. Tax Revenue: \$40,017,742

Approx. Tax Levy for Tax Rate Calculation: \$41,229,471

Dauphin

Total

State Property Tax Reduction Allocation used for: Homestead Exclusions	\$838,505	Lowering RE Tax Rate	\$0	\$838,505
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions	\$0			\$0
Amount of Tax Relief from State/Local Sources				\$838,505

CODE6111 Current Real Estate Taxes

<u>County Name</u>	<u>Taxable Assessed Value</u>	<u>Real Estate Mills</u>	<u>Tax Levy Generated by Mills</u>	<u>Amount of Tax Relief for Homestead Exclusions</u>	<u>Tax Levy Minus Homestead Exclusions</u>	<u>Percent Collected</u>	<u>Net Tax Revenue Generated By Mills</u>
Dauphin	2,121,425,020	19.4348	41,229,471			97.00000%	
Totals:	2,121,425,020		41,229,471	838,505	= 40,390,966	X 97.00000%	= 39,179,237

	<u>Rate</u>		<u>Estimated Revenue</u>
6120 <u>Current Per Capita Taxes, Section 679</u>	\$0.00		0
6140 <u>Current Act 511 Taxes– Flat Rate Assessments</u>	<u>Rate</u>	<u>Add'l Rate (if appl.)</u>	<u>Tax Levy</u>
6141 Current Act 511 Per Capita Taxes	\$0.00	\$0.00	0
6142 Current Act 511 Occupation Taxes– Flat Rate	\$0.00	\$0.00	0
6143 Current Act 511 Local Services Taxes	\$5.00	\$0.00	160,000
6144 Current Act 511 Trailer Taxes	\$0.00	\$0.00	0
6145 Current Act 511 Business Privilege Taxes– Flat Rate	\$0.00	\$0.00	0
6146 Current Act 511 Mechanical Device Taxes– Flat Rate	\$0.00	\$0.00	0
6149 Current Act 511 Taxes, Other Flat Rate Assessments	\$0.00	\$0.00	0
Total Current Act 511 Taxes– Flat Rate Assessments			160,000
6150 <u>Current Act 511 Taxes– Proportional Assessments</u>	<u>Rate</u>	<u>Add'l Rate (if appl.)</u>	<u>Tax Levy</u>
6151 Current Act 511 Earned Income Taxes	0.500%	0.000%	5,300,000
6152 Current Act 511 Occupation Taxes	250.0000	0.000	1,875,000
6153 Current Act 511 Real Estate Transfer Taxes	0.500%	0.000%	1,200,000
6154 Current Act 511 Amusement Taxes	0.500%	0.000%	1,200,000
6155 Current Act 511 Business Privilege Taxes	0.000	0.000	0
6156 Current Act 511 Mechanical Device Taxes– Percentage	0.000%	0.000%	0
6157 Current Act 511 Mercantile Taxes	0.000	0.000	0
6159 Current Act 511 Taxes, Other Proportional Assessments	0	0	0
Total Current Act 511 Taxes– Proportional Assessments			9,575,000
Total Act 511, Current Taxes			9,735,000

Act 511 Tax Limit -->

2,954,195,206 X

12

35,450,342

Market Value

Mills

(511 Limit)

Tax Function	Description	Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index
		2021-22 (Rebalanced)	2022-23				2021-22 (Rebalanced)	2022-23		
6111	<u>Current Real Estate Taxes</u>									
	Dauphin	18.7958	19.4348	3.40%	Yes	3.4%				
	<u>Current Act 511 Taxes – Flat Rate Assessments</u>									
6143	Current Act 511 Local Services Taxes	\$5.00	\$5.00	0.00%	Yes	3.4%				
	<u>Current Act 511 Taxes – Proportional Assessments</u>									
6151	Current Act 511 Earned Income Taxes	0.500%	0.500%	0.00%	Yes	3.4%				
6152	Current Act 511 Occupation Taxes	250.0000	250.0000	0.00%	Yes	3.4%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	3.4%				
6154	Current Act 511 Amusement Taxes	0.500%	0.500%	0.00%	Yes	3.4%				

2022-2023 Final General Fund Budget**LEA : 115221753 Derry Township SD**

Printed 6/8/2022 10:48:44 PM

Estimated Expenditures and Other Financing Uses: Budget Summary

Page - 1 of 1

<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	30,348,486
1200 Special Programs - Elementary / Secondary	9,098,071
1300 Vocational Education	1,656,882
1400 Other Instructional Programs - Elementary / Secondary	151,971
Total Instruction	\$41,255,410
2000 Support Services	
2100 Support Services - Students	2,337,638
2200 Support Services - Instructional Staff	3,165,077
2300 Support Services - Administration	3,994,400
2400 Support Services - Pupil Health	1,118,706
2500 Support Services - Business	876,566
2600 Operation and Maintenance of Plant Services	5,896,164
2700 Student Transportation Services	3,373,752
2800 Support Services - Central	1,682,618
2900 Other Support Services	51,804
Total Support Services	\$22,496,725
3000 Operation of Non-Instructional Services	
3200 Student Activities	2,168,353
3300 Community Services	19,154
Total Operation of Non-Instructional Services	\$2,187,507
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	290,000
5200 Interfund Transfers - Out	5,146,199
Total Other Expenditures and Financing Uses	\$5,436,199
Total Estimated Expenditures and Other Financing Uses	\$71,375,841

<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	
100 Personnel Services - Salaries	15,644,532
200 Personnel Services - Employee Benefits	10,844,369
300 Purchased Professional and Technical Services	700,000
500 Other Purchased Services	1,263,983
600 Supplies	1,895,602
Total Regular Programs - Elementary / Secondary	\$30,348,486
1200 Special Programs - Elementary / Secondary	
100 Personnel Services - Salaries	4,006,120
200 Personnel Services - Employee Benefits	2,823,324
300 Purchased Professional and Technical Services	1,687,900
400 Purchased Property Services	500
500 Other Purchased Services	453,567
600 Supplies	123,680
800 Other Objects	2,980
Total Special Programs - Elementary / Secondary	\$9,098,071
1300 Vocational Education	
100 Personnel Services - Salaries	615,902
200 Personnel Services - Employee Benefits	432,938
300 Purchased Professional and Technical Services	800
400 Purchased Property Services	2,800
500 Other Purchased Services	577,410
600 Supplies	21,407
800 Other Objects	5,625
Total Vocational Education	\$1,656,882
1400 Other Instructional Programs - Elementary / Secondary	
100 Personnel Services - Salaries	44,300
200 Personnel Services - Employee Benefits	28,396
300 Purchased Professional and Technical Services	65,000
500 Other Purchased Services	3,900
600 Supplies	6,400
800 Other Objects	3,975
Total Other Instructional Programs - Elementary / Secondary	\$151,971
Total Instruction	\$41,255,410
2000 Support Services	
2100 Support Services - Students	
100 Personnel Services - Salaries	1,340,420
200 Personnel Services - Employee Benefits	940,403
300 Purchased Professional and Technical Services	35,653
500 Other Purchased Services	79
600 Supplies	18,296
700 Property	2,787
Total Support Services - Students	\$2,337,638

LEA : 115221753 Derry Township SD

Printed 6/8/2022 10:48:45 PM

Page - 2 of 4

<u>Description</u>	<u>Amount</u>
2200 Support Services - Instructional Staff	
100 Personnel Services - Salaries	1,723,537
200 Personnel Services - Employee Benefits	1,198,407
300 Purchased Professional and Technical Services	82,910
400 Purchased Property Services	1,694
500 Other Purchased Services	27,592
600 Supplies	93,930
800 Other Objects	37,007
Total Support Services - Instructional Staff	\$3,165,077
2300 Support Services - Administration	
100 Personnel Services - Salaries	1,911,076
200 Personnel Services - Employee Benefits	1,350,974
300 Purchased Professional and Technical Services	404,400
400 Purchased Property Services	26,798
500 Other Purchased Services	60,750
600 Supplies	101,393
700 Property	88,000
800 Other Objects	51,009
Total Support Services - Administration	\$3,994,400
2400 Support Services - Pupil Health	
100 Personnel Services - Salaries	581,099
200 Personnel Services - Employee Benefits	412,634
300 Purchased Professional and Technical Services	103,575
400 Purchased Property Services	2,818
600 Supplies	17,730
800 Other Objects	850
Total Support Services - Pupil Health	\$1,118,706
2500 Support Services - Business	
100 Personnel Services - Salaries	482,686
200 Personnel Services - Employee Benefits	321,598
300 Purchased Professional and Technical Services	3,000
400 Purchased Property Services	16,982
500 Other Purchased Services	5,000
600 Supplies	30,300
800 Other Objects	17,000
Total Support Services - Business	\$876,566
2600 Operation and Maintenance of Plant Services	
100 Personnel Services - Salaries	2,116,810
200 Personnel Services - Employee Benefits	1,501,098
300 Purchased Professional and Technical Services	164,491
400 Purchased Property Services	781,908
500 Other Purchased Services	246,400
600 Supplies	1,057,517
800 Other Objects	27,940
Total Operation and Maintenance of Plant Services	\$5,896,164

<u>Description</u>	<u>Amount</u>
2700 Student Transportation Services	
100 Personnel Services - Salaries	1,326,233
200 Personnel Services - Employee Benefits	939,515
300 Purchased Professional and Technical Services	7,604
400 Purchased Property Services	16,724
500 Other Purchased Services	840,800
600 Supplies	229,000
700 Property	11,440
800 Other Objects	2,436
Total Student Transportation Services	\$3,373,752
2800 Support Services - Central	
100 Personnel Services - Salaries	536,065
200 Personnel Services - Employee Benefits	380,722
300 Purchased Professional and Technical Services	79,691
500 Other Purchased Services	179,523
600 Supplies	451,617
700 Property	55,000
Total Support Services - Central	\$1,682,618
2900 Other Support Services	
500 Other Purchased Services	51,804
Total Other Support Services	\$51,804
Total Support Services	\$22,496,725
3000 Operation of Non-Instructional Services	
3200 Student Activities	
100 Personnel Services - Salaries	931,235
200 Personnel Services - Employee Benefits	659,553
300 Purchased Professional and Technical Services	197,290
400 Purchased Property Services	67,250
500 Other Purchased Services	103,411
600 Supplies	166,326
800 Other Objects	43,288
Total Student Activities	\$2,168,353
3300 Community Services	
100 Personnel Services - Salaries	6,882
200 Personnel Services - Employee Benefits	4,880
600 Supplies	7,392
Total Community Services	\$19,154
Total Operation of Non-Instructional Services	\$2,187,507
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	
900 Other Uses of Funds	290,000
Total Debt Service / Other Expenditures and Financing Uses	\$290,000
5200 Interfund Transfers - Out	

<u>Description</u>	<u>Amount</u>
900 Other Uses of Funds	5,146,199
Total Interfund Transfers - Out	\$5,146,199
Total Other Expenditures and Financing Uses	\$5,436,199
TOTAL EXPENDITURES	\$71,375,841

Cash and Short-Term Investments**06/30/2022 Estimate****06/30/2023 Projection**

General Fund	8,500,000	8,500,000
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850	1,500,000	1,000,000
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds	880,000	850,000
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Cash and Short-Term Investments	\$10,880,000	\$10,350,000

Long-Term Investments**06/30/2022 Estimate****06/30/2023 Projection**

General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		

Long-Term Investments

06/30/2022 Estimate

06/30/2023 Projection

Permanent Fund

Total Long-Term Investments

TOTAL CASH AND INVESTMENTS

\$10,880,000

\$10,350,000

Long-Term Indebtedness**06/30/2022 Estimate****06/30/2023 Projection****General Fund**

0510 Bonds Payable	22,797,419	18,801,220
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences	1,701,700	1,705,000
0550 Authority Lease Obligations	2,264,374	2,300,000
0560 Other Post-Employment Benefits (OPEB)	4,095,000	4,095,000
0599 Other Noncurrent Liabilities		
Total General Fund	\$30,858,493	\$26,901,220

Public Purpose (Expendable) Trust Fund

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Public Purpose (Expendable) Trust Fund**Other Comptroller-Approved Special Revenue Funds**

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Other Comptroller-Approved Special Revenue Funds**Athletic / School-Sponsored Extra Curricular Activities Fund**

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable
0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Athletic / School-Sponsored Extra Curricular Activities Fund**Capital Reserve Fund - \$ 690, \$1850**

0510 Bonds Payable
0520 Extended-Term Financing Agreements Payable

Long-Term Indebtedness**06/30/2022 Estimate****06/30/2023 Projection**

- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 690, \$1850**Capital Reserve Fund - \$ 1431**

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 1431**Other Capital Projects Fund**

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Capital Projects Fund**Debt Service Fund**

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Debt Service Fund**Food Service / Cafeteria Operations Fund**

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations

Long-Term Indebtedness**06/30/2022 Estimate****06/30/2023 Projection**

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Food Service / Cafeteria Operations Fund**Child Care Operations Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Child Care Operations Fund**Other Enterprise Funds**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Other Enterprise Funds**Internal Service Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Internal Service Fund**Private Purpose Trust Fund**

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Private Purpose Trust Fund

<u>Long-Term Indebtedness</u>	<u>06/30/2022 Estimate</u>	<u>06/30/2023 Projection</u>
Investment Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Investment Trust Fund		
Pension Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Pension Trust Fund		
Activity Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Activity Fund		
Other Agency Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Agency Fund		
Permanent Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		

Long-Term Indebtedness

06/30/2022 Estimate

06/30/2023 Projection

0530 Lease-Purchase Obligations
0540 Accumulated Compensated Absences
0550 Authority Lease Obligations
0560 Other Post-Employment Benefits (OPEB)
0599 Other Noncurrent Liabilities

Total Permanent Fund

Total Long-Term Indebtedness

\$30,858,493

\$26,901,220

Short-Term Payables**06/30/2022 Estimate****06/30/2023 Projection**

General Fund

Public Purpose (Expendable) Trust Fund

Other Comptroller-Approved Special Revenue Funds

Athletic / School-Sponsored Extra Curricular Activities Fund

Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

Debt Service Fund

Food Service / Cafeteria Operations Fund

Child Care Operations Fund

Other Enterprise Funds

Internal Service Fund

Private Purpose Trust Fund

Investment Trust Fund

Pension Trust Fund

Activity Fund

Other Agency Fund

Permanent Fund

Total Short-Term Payables**TOTAL INDEBTEDNESS****\$30,858,493****\$26,901,220**

Account Description	Amounts
0810 Nonspendable Fund Balance	200,000
0820 Restricted Fund Balance	
0830 Committed Fund Balance	3,500,000
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	5,427,830
Total Ending Fund Balance - Committed, Assigned, and Unassigned	\$8,927,830

5900 Budgetary Reserve

Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	\$9,127,830
--	--------------------

DERRY TOWNSHIP SCHOOL DISTRICT

2022-2023 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Derry Township School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2022, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.**

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2022:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$838,505.

b. **Prior year under-distribution of property tax reduction funds.** Funds are available for property tax reduction as a result of an undistributed amount remaining from property tax reduction funds PDE paid to the School District in the 2021-2022 school year. This amount from the prior year will add to the property tax reduction allocation for this school year the amount of \$8.

c. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$838,513.

2. **Homestead/farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. **Homestead property number.** The number of approved homesteads within the School District is 5,369.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 8.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 5,377.

3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(c) aggregate amount available during the school year for real estate tax reduction of \$838,513 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 5,377, the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$155.94.

4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$155.94 by the School District real estate tax rate of 19.4348 mills, the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$8,024, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$8,024.


5. **Homestead/farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$8,024. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$8,024. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notice for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 13, 2022.

Dated: June 13, 2022

DERRY TOWNSHIP SCHOOL DISTRICT


Board President


Board Secretary

DERRY TOWNSHIP SCHOOL DISTRICT

2022 Annual Tax Levy Resolution

A RESOLUTION AUTHORIZING THE 2022 SCHOOL REAL ESTATE TAX LEVY AND ADOPTION OF AN AMENDED PLAN FOR INSTALLMENT PAYMENT OF REAL ESTATE TAX UNDER THE TAXPAYER RELIEF ACT

RESOLVED, by the Board of School Directors of Derry Township School District, that taxes are levied for school purposes for the school year beginning July 1, 2022, and that an amended plan for the installment payment of real estate tax under the Taxpayer Relief Act, subject to the provisions of the Local Tax Collection Law as follows:

1. **Real estate tax.** Real estate tax of 19.4348 mills (or \$1.9438 per \$100 of assessment) on the assessed value of all real property taxable for school purposes in this School District. (Levied under School Code §§ 672 and 673.)
2. **Interim real estate tax.** Interim real estate tax of 19.4348 mills (or \$1.9438 per \$100 of assessment) on the assessed value of taxable real property, as stated in interim real estate assessment notices, that constitutes construction of a building, an improvement to a building, or other improvement to real property, not otherwise exempt from taxation. The interim real estate tax is part of the real estate tax levy, and applies to the assessed value of taxable real property not included in the initial tax duplicate used in issuing initial real estate tax notices for the school year. Tax assessors are directed to inspect and assess all taxable real property in the School District to which any improvement has been made, and to give notice of change in assessed value as required by law. The interim real estate tax applies for that proportionate part of the School District fiscal year remaining after the property was improved. (Levied under School Code § 677.1.)
3. **Utility realty used to generate electricity.** The real estate tax and the interim real estate tax apply to all real property taxable for school purposes, including all property listed in the definition of “utility realty” under § 8101-A(3) of the Public Utility Realty Tax Act, that was classified in such definition as “utility realty” prior to January 1, 2000, and that was removed from such definition effective January 1, 2000, because used in generating electricity. The tax applies to such property to the maximum extent permissible under the Pennsylvania Constitution and the Public Utility Realty Tax Act.
4. **Payment.**
 - a. The real estate tax is payable on July 1, 2022, and this will be the date of the notice issued to the owner for the real estate other than interim real estate tax. School tax payments must be made in either installments or via a single full payment.
 - b. The interim real estate tax is due and payable on the first day of the month after the month in which any improvement or addition to real property has been made. The interim real estate tax must be paid in full within four (4) months after the date of the tax notice issued to the owner.

5. **Installment Payment.** Pursuant to Section 1502 of the Taxpayer Relief Act, Act 1 of Special Session 2006 (“Act 1”), the Board authorizes the collection and payment of real estate tax in installments as follows:

1) The Resolution of the Board of School Directors of the Derry Township School District, dated April 23, 2007, that a plan is adopted providing an option for installment payment of real estate taxes on approved homestead and farmstead property pursuant to the Taxpayer Relief Act (Act 1 of 2006), is hereby amended as follows:

1. ***Installment payment dates.*** A taxpayer electing the installment payment option may pay the real estate tax in three (3) equal installment payments of one-third (1/3) of the full tax amount. The installments are due on or before August 31st, October 31st, December 31st of the year in which the tax is levied. Any installment not paid in full by these dates is delinquent.
2. All other provisions of the Board’s April 23, 2007 Resolution shall continue in full force and effect.

2) The Resolution of the Board of School Directors of the Derry Township School District, dated June 25, 2012, that a plan is adopted providing an option for installment payment of real estate taxes by a small business pursuant to the Act 25 of 2011, is hereby amended as follows:

1. ***Installment payment dates.*** A taxpayer electing the installment payment option may pay the real estate tax in three (3) equal installment payments of one-third (1/3) of the full tax amount. The installments are due on or before August 31st, October 31st, December 31st of the year in which the tax is levied. Any installment not paid in full by these dates is delinquent.
2. All other provisions of the Board’s June 25, 2012 Resolution shall continue in full force and effect.

6. **Discount.** A rebate or discount of two (2%) percent shall be allowed if the taxes referred to above are paid on or before August 31, 2022, for tax other than the real estate interim tax. Real estate taxes must be paid by December 31, 2022.

7. **Severability.** The provisions of this resolution are severable and, if any section, clause, sentence, part or provision is determined to be illegal, invalid or unconstitutional, such determination will not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this resolution. It is declared to be the intent of this school district that this resolution would have been adopted even if any such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included in this resolution.

8. **Continuation of other taxes.** The Board has previously imposed other taxes that do not require an annual levy. Without modifying or amending such taxes in any manner, the Board

ratifies continuation of the following previously imposed taxes that do not require an annual levy:

- a. **Real estate transfer tax.** Real estate transfer tax of 1.0%. (School District receives 0.5%, and municipality receives 0.5%. Levied under the Pennsylvania Real Estate Transfer Tax Act and the Local Tax Enabling Act, Act 511).
- b. **Earned income and net profits tax.** Earned income and net profits tax of 1.0%. (School District receives 0.5%, and municipality receives 0.5%).
- c. **Occupation.** Occupation flat tax of \$250.00 for residents aged 19 to 65 who are employed and earn over \$12,000.
- d. **Local Services Tax.** Local Services Tax of \$52 for all persons employed in the Township earning over \$12,000.
- e. **Amusement.** Amusement tax of 10% of the price of admission capped at eighty-five cents (\$0.85). (School District receives 0.5%, and municipality receives 0.5%).

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 13, 2022.

Dated: June 13, 2022

DERRY TOWNSHIP SCHOOL DISTRICT


Board President


Board Secretary

(School District Seal)



Derry Township School District
Resolution – budget transfers and GASB 54 compliance

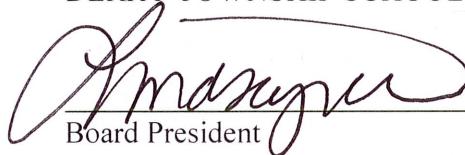
Approval of year end budget transfers, and Fund Balance Commitments or Assignments according to Board Policy 625, and authorization for the Business Manager or designee to:

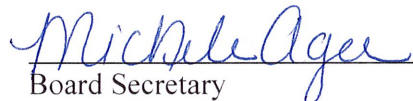
- 1) Make any adjusting budget transfers in connection with the audit
- 2) To place any remaining revenue or expenditure balances from the 2021-2022 budget into the Capital Reserve Fund or General Fund Balance, as may be appropriate, and
- 3) To commit fund balance amounts, which will be specified during the final accounting and audit process for the 2021-2022 year, as needed for the following purposes:
 - a. Future increases in retirement costs
 - b. Future increases in cost of health benefits
 - c. Future capital reserve projects

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 13, 2022.

Dated: June 13, 2022

DERRY TOWNSHIP SCHOOL DISTRICT


Board President


Board Secretary

Act 93 Plan Changes

Philosophy of the Salary Range Structure

- An Act 93 employee will be brought to the midpoint of the salary range if he/she has not already reached the midpoint and has received satisfactory ratings in four consecutive years. Payment will occur on the anniversary of hire and said adjustment shall be done only once.
- An Act 93 employee who completes at least three consecutive years of service in the same position with the District and during which, receives at least three consecutive satisfactory ratings and all applicable base increases in accordance with the Program may be eligible for a one-time adjustment if either of the following occurs:
 - (i) Situation 1: The employee receives a fourth consecutive satisfactory rating between his/her third and fourth anniversary date and, after receiving applicable base increases, is not at the midpoint range for the position held. In this situation, the employee shall be placed at the applicable midpoint rate effective July 1 following the fourth evaluation.
 - (ii) Situation 2: The employee's fourth anniversary date occurs after the employee has received three consecutive satisfactory ratings, but before the employee has received a fourth evaluation, and the employee is not at the midpoint range for the position held as of his/her fourth anniversary. In this situation, the Superintendent or his designee will prepare an interim evaluation. If the employee receives a satisfactory rating on this interim evaluation, the employee shall be placed at the applicable midpoint rate effective his/her fourth anniversary date.
 - (iii) **Situation 3 (2022-2023 Only): The employee is not at the midpoint range for the position held but has earned satisfactory ratings on his/her three most recent evaluations and has been employed in the same position for a minimum of four years. In this situation, the employee shall be placed at the applicable midpoint rate effective July 1, 2022.**
 - (iv) **Situation 4 (2022-2023 Only): The employee is below the minimum salary listed on the salary range but has earned satisfactory ratings on his/her two most recent evaluations. In this situation, the employee shall be placed at the applicable minimum rate effective July 1, 2022.**

Signed by the Derry Township Board of Education this 13th day of June, 2022.

By:


President of Board of Education

By:


Board Secretary

Derry Township School District

Standing Committees and Delegate Assignments

Athletic & Activities		Term Exp.	Finance		Term Exp.	Policy		Term Exp.	Facilities Ad Hoc Committee	
Donna Cronin			Lindsay Drew			Robert Bennett			Mark Anderson	Maria Memmi
Lindsay Koch			Michael Rizzo			Lindsay Drew			Robert Bennett	Sheryl Pursel
Ericka Schmidt			Ericka Schmidt			Lindsay Koch			Lindsay Drew	Jason Reifsnnyder
Terry Singer*			Kathy Sicher*			Kathy Sicher			Jena Funck	Michael Rizzo
Citizen Advisor:			Sheryl Pursel			Jason Reifsnnyder			Anna Gawel	Stacy Winslow
TBD		6/30/2023	Stacy Winslow			Citizen Advisor:			HACC	
TBD		6/30/2023	Citizen Advisor:			Chu Ferns		6/30/2022	Lindsay Koch	
			Stephen Ampersand		6/30/2022	Keith Graham		6/30/2022	Joint Group	
			Michael Davies		6/30/2023	Beth Ann Olmsted		6/30/2023	Lindsay Drew	
			Paul Latham		6/30/2022	Cori Reed		6/30/2023	Maria Memmi	
			Brian Ostella		6/30/2023	All Things Diversity			Pandemic Team	
Communication & Community Engagement		Term Exp.	General Services		Term Exp.	Lindsay Drew			Donna Cronin	
Lindsay Koch			Robert Bennett			Athletic Hall of Fame			Ericka Schmidt	
Maria Memmi			Maria Memmi			Terry Singer			Parks and Rec	
Ericka Schmidt			Michael Rizzo*			Better Together Hershey			Robert Bennett	
Terry Singer			Terry Singer			Lindsay Koch		Terry Singer	Terry Singer	
Sarah Karpel			Stacy Winslow			CAIU			PSBA Delegate & Legislative Liasion	
Citizen Advisor:			Citizen Advisor:			Ericka Schmidt			Donna Cronin	
Deanna Fox		6/30/2022	Michelle Erno		6/30/2022	Comprehensive Plan			Tax Increment Financing (TIF)/ Economic Development**	
Leah Gible		6/30/2023	Julie Goolsby		6/30/2023	Donna Cronin		Ericka Schmidt	Sheryl Pursel	
Julie Goolsby		6/30/2023	Paul Latham		6/30/2023	Dauphin Co. Tax Association			Robert Bennett	
Rebecca Wallace		6/30/2022	Jonathan Sartini		6/30/2022	Sheryl Pursel		Terry Singer	** When Necessary	
Curriculum Council		Term Exp.	Human Resources			Dauphin Co. Tech School			Township of Derry Tax Association	
Robert Bennett			Lindsay Drew*			Michael Rizzo		Kathy Sicher	Donna Cronin	
Donna Cronin*			Donna Cronin			Alt 1: Lindsay Drew			Maria Memmi	
Lindsay Koch			Maria Memmi			Downtown Hershey Association			Trojan Foundation	
Kathy Sicher			Michael Rizzo			Robert Bennett			Maria Memmi	
Aaron Shuman*			Stacy Winslow			Wellness			Lindsay Koch	
Citizen Advisor:										
Vacant		6/30/2023								
Guerline L. Laurore, Esq.		6/30/2022								
Sun Mullins		6/30/2022								
Jordan Yeagley		6/30/2023								

* Denotes Chairperson

6/9/2022



All-in!

NEWSLETTER

Executive Director's Report
May 2022

CAIU Board of Directors

Jean Rice, President
Judith Crocenzi, Vice President
Jesse Biretz
Richard Bradley
Paula Bussard
Terry Cameron
Brian Carter
Alyssa Eichelberger
Barbara Geistwhite
Dennis Helm
Emily Hoffman
Ericka Schmidt
Patrick Shull
William Swanson
Ford Thompson
Scott Campbell
Rodney Wagner
Michael Wanner

CAIU Executive Team

Dr. Andria Saia
Executive Director
Dr. Thomas Calvecchio
Assistant Executive Director
Maria Hoover
Director of Educational
Services
Dr. Andrew McCrea
Director of Student Services
Daren Moran
Director of Business and
Operations
David Martin
Director of Technology Services

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

In This Issue

- 3 From the Executive Director's Desk
- 4-5 Giving Voice to Our Values: Mental Health Month
- 6-8 Noteworthy: #BeGreat and #ChangingLives
- 9 Opportunities to do good
- 10 Welcome New Hires!
- 11 CAIU Compliments
- 12 CAIU Summer Camps

Students in Todd Witters' Cumberland Valley High School classroom submitted a poster to the statewide suicide prevention contest. They won, and the prize was a trip to Philadelphia to see a Phillies' game and meet the Phanatic. Their winning poster design is featured on page 5.

Do you have a story about staff or students living our values out loud, being greating, and changing lives?

Share your Giving Voice to Our Values stories, student successes, #begreat and #changinglives moments and more! Email stories for All-In or social media to communications@caiu.org.

Deadline for June All-In: Friday, June 3.

All-in!
NEWSLETTER

Executive Director Report
All-In! Newsletter
May 2022
2021-2022, Issue 10
© Capital Area Intermediate
Unit



Capital Area Intermediate Unit

CAIU MAIN OFFICE

55 Miller St.

Enola, PA 17025

www.caiu.org

Email: info@caiu.org

Phone: 717-732-8400

From the Executive Director's Desk



Building a Community of Care: Calling Others In, Instead of Calling Them Out

We have all seen it. People calling others out. Calling others out could look like: Publicly shaming and humiliating others based on appearance, how they identify, who they love, who they agree or disagree with, or for any other reason. It could look like the attaching of labels without nuance. It is attacking another's humanity rather than disagreeing about a topic or belief. It also could look like criticizing someone merely because someone else did, without any context or information and without doing any kind of research into the issue. Ultimately leaving people feel, alienated, fearful of speaking up, and well, cancelled.

Calling out is characterized by the presumption of guilt, without considering facts or nuance; essentialism, the way in which criticism of bad behavior becomes to criticism of a bad person; pseudo-intellectualism (proclamation of one's moral high ground; not be able to forgive, the idea that no apology is good enough, and finally contamination, or guilt by association. Calling out can also take a more civilized form such as interrupting another to prevent further harm. An example of this would be saying "that comment is really offensive," or "you might want to think your comment through a bit more and speak about it later." Unlike above, where the purpose ultimately is to humiliate and de-

humanize the person, calling out in this context is to hit the "pause" button and let someone know that their words/actions are unacceptable. Calling someone in, on the other hand, gives us the

Calling out is characterized by the presumption of guilt, without considering facts or nuance; essentialism, the way in which criticism of bad behavior becomes to criticism of a bad person; [...] Calling someone in, on the other hand, gives us the opportunity to explore, develop understanding, and make meaning together.

opportunity to explore, develop understanding, and make meaning together. It allows for imagining the perspectives, possibilities, and encourages reflection not reaction. It most likely will be an uncomfortable conversation, but it is only in our discomfort that we grow. Calling someone out, but done privately with love and respect. It could look like "I'm curious, what was your intention when you said that?" or "how might your assumptions be influencing your beliefs?" Where calling out assumes the worst, calling in presumes positive intent and involves a conversation, compassion, and context. Communicating with the intent of being inclusive, takes daily practice and trial and error, but over time it

becomes natural and automatic. To practice these potentially tough conversations, consider B.U.I.L.D.:

- **Benevolence:** Approach them with respect and kindness. Have their best interest in mind while holding them accountable.
- **Understanding:** Practice deep listening for facts of the situation, as well as the feelings and values of the individual.
- **Interacting:** Engage with non-judgmental curiosity.
- **Learning:** Acknowledge that mistakes happen. Help them evolve their thinking by providing different reference points, perspectives, and experiences.
- **Delivery:** Say what needs to be said to the right person, at the right time, at the right place, respectfully, accurately, and clearly.

The act of calling someone in is not the end. Rather, it is the opportunity to enrich our community of care, concern, and commitment.

Dr. Andria Saia (she/her/hers)
Executive Director

Giving Voice to Our Values

Dedication

Service

Partnership

May is Mental Health Awareness Month

By Beth-Ann McConnell, LSW, Certified School Social Worker

May is Mental Health Awareness month across our nation and while it is our goal to support our students' academic and social growth every day, May provides us with an opportunity to reflect on good practices and bring awareness to mental health.

One of the reasons that May is recognized as Mental Health Month is that despite continuous advances in research, treatment, and awareness efforts, there is still much work to be done. Many people aren't exposed to mental health issues until they are directly impacted by a tragedy such as suicide.

1 in 6 youth aged 6-17 experience a mental health condition each year.

Half of all lifetime mental health conditions begin by age 14 and 75% by age 24. Early intervention programs can help.

Mental Health Awareness Month is an effort to promote a more positive and proactive approach to addressing mental illnesses. We often educate others about physical health concerns such as strokes, diabetes, or heart disease and possible ways to help mitigate these diseases and their impacts. Someone with a broken arm, receives a cast and

goes about their day sharing what happened and possibly having people sign the cast.

Many however, are hesitant to have conversations about their mental health and if they have been diagnosed with a mental illness what they are suffering with or how it impacts them personally or someone they care for. There is often a stigma to mental illness and these stigmas can inhibit a person from getting the care they need. To quote my cousin's recent Facebook post, "Mental illness, anxiety, and depression are so very real! Just because you can't see it doesn't mean it isn't real!! It is heartbreaking." This quote was in response to recent sharing awareness of suicides amongst some teens in sports and the pressures that are placed on them often. The stigma that is often connected to mental illness is so damaging. This is why getting the word out how to recognize mental illness and the fact that it is a treatable illness is just as important as getting the word out about treatments for physical health. It truly can save lives.

[CAIU CAMHP Poster Contest](#)

This month our intermediate unit will be sharing resources that can be used for helping to spread awareness. We are starting out our month with sharing of the CAIU CAMHP Classroom's winning poster for the Suicide

Prevention. The quote noted on the poster that the students said to spread awareness is a great way for us all to think and share in these thoughts. "On the winding road of life, there is hope, help and healing ahead." Their hope is one that we encourage our entire intermediate unit to join in. To help with healing it starts with feeling acceptance.

We will be sharing information about opportunities for adults and youth to join this summer either online or in person through Youth MOVE in collaboration with PA Care Partnership.

[PA Care Partnership MH Month activities](#)

[Youth MOVE Wellness Days City Island](#)

We will be sharing ideas for individuals to help them with remembering their self-care which is often very hard for educators and others involved with education to remember. It is important and needed to take care of yourself so you have the ability to continue to care for others. This is a reminder to others as well and our hope is that our spreading awareness of mental health will be just as helpful to all of our CAIU community and beyond.

[Remembering Your Self-Care](#)

Lastly, we will continue to encourage everyone to talk about

Giving Voice to Our Values

Expertise

mental health just like you would physical health. It is OK to accept help, to share about your needs and to be there for someone who is struggling with their mental health.

Here are some resource links to share:

[Mental Health Awareness CAIU Resources](#)

[CAIU Resources for Coping](#)



Here are some simple steps you can take to help raise the collective consciousness about mental health where you live:

1. Talk with everyone you know. Ask family, friends and coworkers how they're doing and really listen to the answers. If they give any indication that they are depressed or stressed out, let them know that there are resources available to help them. If you sense that they might be considering self-harm or suicide, encourage them to seek help immediately and assist them as appropriate.
2. Open up about your

Leadership

experience. If you've struggled or are struggling with mental illness, share your story. Hearing that another person is going through the same thing you are can be a relief; it can be the nudge a person needs to get help and look into treatment.

3. Encourage kind language. When you hear people around you talk about mental illness in disparaging terms, politely ask them to consider the impact of their words. Any language that reinforces the stigma of mental illness is harmful and might keep someone from getting help. Further explore the importance of [person-centered language](#), which respects the consumer by separating the symptoms from the person with thoughtful language.
4. Educate yourself about mental illness. It's not uncommon for people to misunderstand mental illness. Learn more about it and share what you learn. This includes talking with children about mental health in age-appropriate terms. Children are not immune to mental illness and can experience conditions like depression and anxiety as early as elementary school.
5. Coordinate a mental health screening event. Promoting an event or asking that mental health screening be part of a community health fair can encourage people to take action regarding their

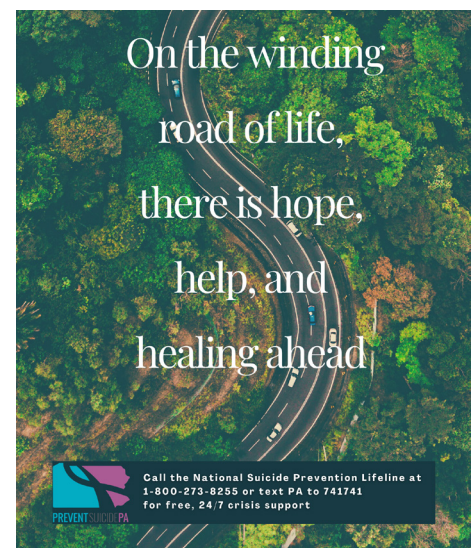
Innovation

mental health. You can learn more about screening at the following websites:

www.mentalhealthscreening.org

www.helpyourselfhelpothers.org

6. Volunteer. Mental health organizations like <https://afsp.org/> frequently need help with specific initiatives and ongoing efforts. Your phone call or email will be greeted with heartfelt appreciation.
7. Leverage social media. Platforms like Facebook and Twitter can be great forums for inspiring people to be open-minded and inquisitive when it comes to mental illness.
8. Encourage physical health that supports mental health. Help people understand that physical health can have a direct impact on mental health. Eating healthy and getting plenty of exercise and sleep all play a part in a person's mental and emotional state.



Noteworthy

#BeGreat #ChangingLives

Future Ready Café Opens at PaTTAN

The first student enterprise to be based at the PaTTAN campus, the Future Ready Café held its Grand Opening on May 5! The Café creates real-world opportunities for the high school students from the Capital Area region to develop work experience while operating their business to sell fresh coffee, baked goods, soft pretzels, soda, water, and fresh fruit.



Although this is the first café to ever be established at PaTTAN, the CAIU has several other student-run sites already in operation that provide experience for the students with usable skills such as working with the public, exchanging money, and providing positive customer service.



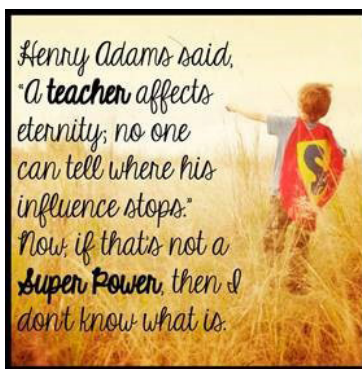
The CAIU advisors for PaTTAN Future Ready Café include the following: Leah Kostelac, Secondary Transition

Coordinator; Kelly Morris, Licensed Social Worker; Joel Cekovich, Job Coach; Mitzi McKenzie, Mental Health Worker; and Todd Witters, Special Education Teacher. The Lancaster-Lebanon IU13 and PaTTAN team working on the project are Dr. Dawn Durham and Dr. Erica Kaurudar, Educational Consultants; Corey Dickey, PaTTAN Assistant Director, Infrastructure; and Flip Steinour, Lancaster-Lebanon IU13 Assistant to the Executive Director/COO.



At this point, the Future Ready Café students are focused on selling breakfast and breaks for the staff and training participants in the building. A schedule will be established after that time for the days and hours of operation they will be available in the PaTTAN building.

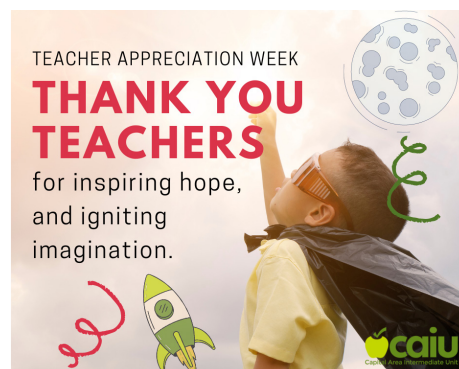
Teacher Appreciation Week 2022



It is May, and another year is nearly done. I am sure that you will all join me in being in awe of the amazing work that our educators have done together with their teams to make this a successful year for our kids and their families. I invite you to join me in thanking our educators for their tremendous and unwavering commitment in all that they do. The impact of our educators is enormous: To their peers and teams; to their students and to their families.

Our educators make us great, they are invaluable, and I am so very grateful for their service to others.

Words alone do not do justice in showing my gratitude and respect for all that they accomplish, no matter what they encounter. [Please click this link](#) to watch a short video token of my immense appreciation and recognition of all they do to make every day so full of possibility! Thank you for all that you do!



Noteworthy

#BeGreat #ChangingLives

CAOLACon2022 was a SUCCESS!

Demonstrating the core values of expertise, partnership, and dedication, 13 years ago the 24 districts of the Capital Area partnered with the CAIU to create the Capital Area Online Learning Association. The strength of CAOLA – from inception until now – is sharing and collaborating with all of our partners across the state.



To facilitate this collaboration, members of the CAOLA consortia have the opportunity to attend the annual CAOLACon conference. The cost of attending the conference is covered through CAOLA membership to ensure that all districts, schools, and programs are able to gather with their peers and share best practices without financial barrier.

CAOLACon 2022 was held in Pittsburgh from March 31 to April 1. CAOLA hosted 150 attendees with opportunities to attend more than 40 breakout sessions, workshops, and networking events. Most of the session presenters were district, school, and CAOLA team members discussing best practices and lessons learned. Here are just a sample of the sessions offered:



- Strategies for Engaging Learners in Online and Remote Learning
- Building Relationships and Supporting Learning Coaches
- Equity & Access: Tools for ALL Students to Achieve
- Digital Learning in the Elementary Classroom: The Role(s) of the Online Teacher
- Keeping Students and Families Engaged in Online Learning

In addition to breakout sessions, CAOLACon always brings a top-quality Keynote speaker. For CAOLACon2022, the Keynote Presenter was Attorney Mark Cheramie Walz, who specializes in the legal aspects of education and in particular technology. His keynote was on the topic of legal aspects of educating students online. In his presentation he covered what online educators must know about creating and delivering online content. His provided critical information on copyright law and using online content developed by others, as well as intellectual property rights and student/teacher rights to content that they have created. Mr. Walz also addressed ADA accessibility requirements in online education.

It is not just content that creates a successful conference. The ability of participants to attend in person, with the opportunity to socialize, network and find synergy in creative conversations with peers attempting to rise to the same challenges is equally as valuable. Attendees were eager to share solutions and ideas learned through the pandemic.



The CAOLA team is very proud of the success of this conference. But don't take our word for it; here is what our attendees said:

- *"What a positive atmosphere the past few days- lots of support and participation from everyone involved."*
- *"Loving the CAOLA CONFERENCE! Very well planned. Great sessions, helpful staff, and good food! Thank you!"*
- *"#CAOLACON2022 Thank you for a great conference. Was so worth the time out of our virtual or in-person classrooms to attend!"*

What's next? CAOLA is looking to the future, full of possibilities, with opportunities to innovate and provide creative solutions in partnership with all CAOLA consortia members.

Noteworthy

#BeGreat

#ChangingLives



Nolan Deitrich is a first grade student at Upper Dauphin Elementary. On April 12, Nolan's class participated in an Easter Egg Hunt. Due to Nolan's visual impairment, it is difficult for him to locate certain items in his environment. Nolan was able to participate in this event thanks to locator beepers that were placed with each egg and activated with a remote controlled by an adult. His teacher of the visually impaired and his orientation and mobility specialist collaborated to provide Nolan with the equipment and instruction that he needed to participate in this exciting activity.



It is hard to believe that Better Hearing and Speech Month is here again! This year's theme is "connecting people," which seems contradictory because in the world of social media and technology, it

seems that people are now more connected than ever. However, in the world of education, communication has always been more of a one-way street. We send home session notes, messages, and letters and we may or may not get a response from parents, but we have done our part. While these are adequate, we can work on strengthening our connections and building deeper relationships with the families, students, and community members that we serve. The start to increasing family engagement is to ensure that parents, teachers and students are seen as partners and members of the team, instead of as clients. Listen to them, seek their input and make sure they are part of the process of goal-making. Empowering families and students and allowing them to be part of this process lets everyone feel that they have a role to play and leads to better outcomes. For our preschool families, focusing on the child's natural environment, routines and empowering families with strategies can ensure that they learn skills throughout the day and not just during their time with their providers. Developing those relationships and connections helps children gain skills and promote learning more naturally. Our school-age team covers a variety of settings: public schools, charter schools, nonpublic schools, homebound students, and CAIU classrooms. It is important for us to connect with our team members regularly. Whether it be via email, phone, Zoom, or in person, these connections are important so that the students we serve achieve success. Who are these team members? Team members include

parents, teachers, classroom staff, reading specialists, occupational therapists, physical therapists, behavior consultants, counselors, social workers, and principals. In public, charter, and nonpublic schools, we reach out to parents and teachers with the progress we're seeing, and how the student can be supported in the classroom and at home in order to reach their speech and/or language goal(s). In our CAIU classrooms, we participate in weekly team meetings in order to not only talk about progress towards our profession-specific goals, but also to see how we can support our other team members with their goals. We connect and collaborate to talk about ways to increase communication, which in turn increases participation.

We connect with so many different people each week, and it's these connections that will help make a difference in the lives of the children we love to serve! Keep calm and keep connecting, SLPs and teams! You ARE making a difference!

-Stephanie Kramer and Emily Sidelinger

A note of gratitude from an EI Parent to Tessa Zimmerman, EI Teacher at Delbrook Preschool

My son is in Tessa Zimmerman's preschool class. I wanted to let you know how much we've loved having her as his teacher. He's grown so much over the past few years. She's been excellent at communicating with us as to how he's doing in school and has helped with the various transitions. She's very professional as well. I always look forward to getting her daily notes about what Garrett's been up to at school. I know that when I send him off to school, he'll be well-cared for and have fun too! Just wanted to share some positivity about one of your amazing educators!

Opportunities

to do good

Log into [Frontline](#) for the complete list of upcoming Professional Development Opportunities

6/1/2022 to 8/30/2022 - [Google Summit 1.0 2022 \(Asynchronous\)](#) - Summer Edition

Audience: Classroom teachers, Administrators, Instructional Coaches/Integrators, Media Specialists
Access runs from June 1 to August 30; complete the course any time you want during that time.

6/1/2022 to 8/30/2022 - [Google Summit 2.0 2022 \(Asynchronous\)](#) - Summer Edition

Audience: Classroom teachers, Administrators, Instructional Coaches/Integrators, Media Specialists
Access runs from June 1 to August 30; complete the course any time you want during that time.

6/1/2022 to 6/29/2022 - [Classroom Management for Monitors - Act 91](#)

Audience: Anyone who is interested in becoming a certified Classroom Monitor, is the minimum age of twenty-five (25) years old, and has completed at least sixty (60) semester hours or the equivalent of courses at a regionally accredited college or university located in Pennsylvania (official transcripts) OR has a least 3 years' experience as a paraprofessional in a school entity and is currently employed as a paraprofessional in a school entity.

6/6/2022 - [Co-Teaching Kick Off](#)

Audience: Co-teaching teams, Instructional Coaches, Administrators

6/8/2022 to 6/15/2022 - [Leadership Academy: "How It's Made"](#)

Audience: All school staff and faculty

6/11/2022 to 7/2/2022 - [Multiple Intelligences in the Classroom: Strategies, Techniques, and Material \(CPE Course\)](#)

Audience: Educators with Instructional 1 or Specialist Certificate. This is a VIRTUAL 3 credit course. The class will be available 24/7 to work on assignments at your convenience. When you sign up for the course it notes two meetings from 8:30-3:30 on the first and last day of the class; there are no required meetings.

6/17/2022 to 7/18/2022 - [The First Days of School: How to Be an Effective Teacher \(CPE Course\)](#)

Audience: Educators Pre K-12. This is a VIRTUAL 3 credit course runs from 6/17/22 through 7/18/22.

There is no specific daily time schedule for completing work online and no scheduled whole group in class times as we expect specific assignments to be finished by the end of each week. The class will be available 24/7 to work on assignments at your convenience. When you sign up for the course it notes two meetings from 8:30-3:30 on the first and last day of the class; there are no required meetings.

6/21/2022 - [Learning and Growing Summit 2.0](#)

Audience: Teachers, Instructional Coaches, Administrators, Curriculum Directors, Technology Directors, Educational Leaders

6/21/2022 to 6/22/2022 - [Belonging through a Culture of Dignity for Administrators](#)

Audience: School District Administrators

6/21/2022 - [School Improvement Network](#)

Audience: Educators and Administrators

The CAIU is hosting monthly virtual sessions for any school with CSI, ATSI, or TSI designation located within the IU 15 region. Sessions will occur on the 3rd Tuesday of each month from 3:30-4:30pm - Sept. 21, Oct. 19, Nov. 16, Dec 21, Jan. 18, Feb 15., March 15, April 19, May 17, and June 21. Each session requires separate registration in order to receive Act 48 credit hours.

6/22/2022 - [Collins Writing: Improving Student Performance through Writing and Thinking Across the Curriculum](#)

Audience: Teachers of all content areas, instructional coaches, reading specialists, special educators, curriculum coordinators, consultants

6/23/2022 - [Collins Writing Advanced: Assessing Collins Implementation and Setting Goals](#)

Audience: Teachers of all content areas, instructional coaches, reading specialists, special educators, curriculum coordinators, consultants

6/27/2022 - [Belonging and Dignity Summit](#)
Audience: All Educators

Welcome April New Hires!



Amber Poitan

is a Floater EPP at Hill Top Academy and various locations. She loves to sing.



Mieke Swanson

is a Physical Therapist at various locations. She lives in Dillsburg and has an 11 year old daughter (going on 16!).



AnnaMae Walker

is a LTS Occupational Therapist at Willow Mill. She has two different color eyes.



APRIL SOCIAL MEDIA REPORT CARD



Followers:
364
Growth:
+8
Mthly Reach:
534



Followers:
1,293
Growth:
+0
Mthly Reach:
4.7K



Followers:
835
Growth:
+7
Mthly Reach:
1.6K



APRIL SOCIAL MEDIA REPORT CARD



Followers:
258
Growth:
+3
Mthly Reach:
727



Followers:
26
Growth:
+6
Mthly Reach:
152



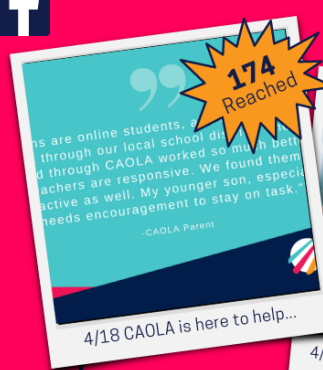
Followers: 2,213
Page Likes: 2,099
Growth: +16
Monthly Reach: 16,447K



POPULAR POSTS



Total Fans: 626
Growth: +1
Monthly Reach: 379



POPULAR POSTS

Lindsey Stauffer, Mental Health

Worker #Dedication Lindsey, you make this school function day to day! Without you, I'm not sure where we would be. Thank you for your dedication to your job!! *Submitted by Marcie Emlet, PCA*

Randall Johnson, Mental Health

Worker #Dedication Ray, Thank you so much for your dedication to your job! You get through to the kids only someone in your position can do! Don't stop doing what you do! *Submitted by Marcie Emlet, PCA*

Lisa Brittingham, Speech Language Pathologist

#Partnership I have known Lisa since I was her graduate student and she was my 'supervisor', but she never likes to call it that. From the first time I met her, she worked to make me the clinician I am. She just came off a maternity leave and still stayed with me when I had questions and guided me to make good clinical judgments. Fast forward 27 years, we are now working together again in the Head Start program. Again, I have leaned on Lisa and, as usual, she helps me with whatever I need, whenever I need it. She is a team player who works to come up with solutions to problems, goes to bat for the staff she works with and is knowledgeable beyond words. Lisa Brittingham, I'm so glad to have you in my corner! Happy Give a Staff a Compliment Day! *Submitted by Dina Duffy, Speech Language Pathologist*

Jodi Rineer, Speech & Language Clinician, Educational Consultant

#Expertise Jodi demonstrates all the CAIU Core Values. She has been so helpful this year answering questions for unique

cases, bouncing ideas off, and just being a fantastic listener during this stressful school year. My colleagues and I would be lost without her. Thank you for all that you do for our department, and for the children that we provide services to! *Submitted by Emily Sidelinger, Speech and Language Clinician*

Jacqueline Schubert, Megan Toler, Colette Medlin, CAHS Speech Language Pathologists

#Partnership Jackie, Colette, and Megan have been my three 'go-to therapists' for all things Head Start. Many times, we are all in the same boat with understanding procedures, making clinical decisions, discussing therapy ideas for students. These ladies have been my lifeline when I am stressed. They make me laugh, cheer me up, and commiserate with me when I just need to complain. They make work easier and more fun by just being the great therapists that they are. They have no clue how knowledgeable they are or how much I respect them as women, moms, friends, and therapists. Happy Give a Staff a Compliment Day. You three deserve many, many more! *Submitted by Dina Duffy, Speech Language Pathologist*

Erin Waltz, ANPS School

Counselor #Dedication Erin is a school counselor with ANPS. Although Erin is not new to the CAIU, this is Erin's first year at St. Joan of Arc School in Hershey. There are many wonderful things I can say about Erin's level of commitment to the CAIU, her school, her students, and their parents. Here are just a few areas I would like to highlight. 1. Erin has spent countless hours attending trainings this year to

make the ANPS Crisis Intervention program top-notch. When not working directly with students and families in our school setting or attending Crisis Intervention trainings, she follows up with tasks related to the Crisis Intervention program. I don't know how she manages to accomplish so much in a workday! 2. In our nonpublic school setting, Erin has worked directly with our school principal and staff to streamline our school's referral process. In addition, Erin realizes how difficult it is to meet with groups of teachers during the day, so she records her messages and mini-professional developments and sends them out to the teachers to view on their schedule. Erin also responds to the needs of individual classrooms by presenting classroom lessons geared toward whatever the issue is at that moment. 3. Erin works tirelessly to ensure each student has what they need to become a successful student. She coordinates with various people/agencies to acquire any resources that will be helpful to students, teachers, and parents. 4. Finally, in our student support team meetings, Erin provides a wealth of information to parents and teachers who are struggling to meet the needs of their struggling child/student. If you see Erin, please congratulate her on her dedication and excellence in her field. *Submitted by Kathleen Beveridge, ANPS Remedial Specialist*



caiu

Capital Area Intermediate Unit

summer camps

**REGISTER
BEFORE JUNE 13**

The Capital Area Intermediate Unit is offering a variety of fun, engaging and hands-on educational camps this summer led by experienced and certified educators. Just because school is out, the learning shouldn't stop!

Camps will run from Monday, June 20th to Friday, July 29th. camp.

SUMMER ADVENTURES *await!*

www.caiusummercamps.org



CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **May 26, 2022** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

EXECUTIVE SESSION

- Executive Session was held to discuss negotiation matters.

REPORTS/UPDATES

- **Board Nominating Committee Report:** The CAIU Board Nominating Committee asked for interest/nominations for serving as board president and vice president as June is our annual reorganization meeting. Anyone interested, please reach out to any committee member, Alyssa Eichelberger, Richard Bradley, or Judy Crocenzi. Jean Rice, President and Judy Crocenzi, Vice President, are willing to continue serving.
- **CAIU Team Reports:**
 - **Dr. Andrew McCrea, Director of Student Services**, highlighted the All In article on page 8 about Nolan Deitrich, a first grader with a visual impairment who was able to participate in an Easter Egg Hunt thanks to locator beepers placed in the eggs. He also highlighted the article on Better Hearing and Speech Month which spoke about the importance of empowering students and families to be a part of the process resulting in better outcomes for all. It is graduation season! Hill Top Academy's graduation was last evening. Thanks to Kathleen Horner and Jaime Royer for coordinating all of the details; they did a great job giving families and students the same experience as a school district graduation. Project Search graduation will be held tonight. Loysville students graduate next Friday. In addition, we are in the finishing stages of planning for summer programming in early intervention and school age. We've added summer programming at Diakon and Loysville this year, as well. We are also preparing for next school year and have many vacancies to fill.
 - **Mr. Len Kapp, Supervisor of Operations & Transportation**, provided an update on the progress of the Enola building remodel. We have passed the majority of delays (permits) and hope to be able to hold the August Board meeting in the new remodeled space. We anticipate the total project to be complete by August or early September. Len provided an operations report: this is a busy time of year with summer classroom moves. We will be consolidating the Delbrook and Willow Mill classrooms into the Capital Early Learning Center to fill that building out by the middle of August.
 - **Mr. Blake Wise, new HR Manager**, introduced himself and shared that he is excited to be here and has had a very positive start. He is working with a great team and is currently looking to fill one vacancy on his team. He brings 15+ years of human resource manager and strategic planning experience. Building team efficiencies, staff retention and filling vacancies are his focus right now.
 - **Mr. David Martin, Director of Technology Services**, provided an update on the eSignature solution that was implemented. Over 7000 documents were signed using eSignature in the phase one roll out. We will be rolling out Phase 2. We are working

on negotiating rates with some of the vendors. Additionally, we are working with Multi-State Information Sharing and Analysis Center (MS-ISAC) to develop a SOC – Security Operations Center. They have commented about the volume of work we do and our shared capacity. Collaborating and sharing services allows us to save on costs and creates more effective teams. Thank you to the Board for your support over the years! We have just finished interviews for our technology interns and selected four paid interns that will be working with us. Our intern program has been very successful. We even follow up with them after they leave on their post-secondary experiences and successes. Currently there are two open positions on our application development team. We have been using a contractor until we are able to fill these positions.

- **Dr. Thomas Calvecchio, Assistant Executive Director**, shared that he attended the Day on the Hill on Tuesday. Eight staff participated in visiting several of our state Representatives and Senators. The main topics of discussion were: mental health, special education, early intervention funding, and staffing shortage/ Senate Bill 224. Strategic Plan Update: We are wrapping up the 2021-22 year and are busy planning for next year. Dr. Calvecchio highlighted Goal #2, Organizational Health. A team of administrators, Daren Moran, Dr. Andrew McCrea, and Dave Martin, have worked hard to help identify standards of organizational health and identified six pillars and six standards under each pillar. A more detailed draft will be presented to the Board next month. In addition, he reported on a recent Loysville teambuilding event run by Brandon Carter, Special Projects Supervisor, at the Ferryboat Campground. The purpose of the event was to engage the staff in team building activities and develop a Strength, Weaknesses, Opportunities, Threats (SWOT) analysis to help drive strategies and a plan for success. Dr. Calvecchio and Brandon Carter help lead the group activities and Dr. McCrea, Dr. Watson and Principal Lupold led activities to help develop goals and activities for SWOT.
- **Dr. Andria Saia, Executive Director**, highlighted the All In! newsletter. On page 6, Future Ready Café held its grand opening on May 5 at PaTTAN. The Future Ready Café helps to create real world opportunities for high school students from the Capital Area to develop work experiences while operating a business selling coffee, baked goods, drinks, etc. Shout out to the CAIU advisors and job coaches for PaTTAN Future Ready Café. CAIU celebrated our deep appreciation of the amazing work of our teachers by providing them gift certificates to several employee run businesses. CAOLA Update: Dr. Saia recently met with IU 29 about joining the CAOLA team. Dr. Saia reported on the Day on the Hill that our team recently attended. She plans to scheduled several individual follow up meetings with various legislators. Dr. Saia share a SAVE THE DATE for November 25, 2022 - Imagination Library Gala and Fundraiser Monte Carlo night at the Whitaker Center. We will be using both tech schools to provide the food. There will be raffles, a silent auction, and fake gambling. In addition, she has reached out to PDE library and early childhood to get funding for the entire state and has spoken with each legislator about supporting this cause. Lastly, Dr. Saia took a moment to reflect on the recent devastating school shooting. She stressed the importance of creating a culture of belonging and a community of care, concern and commitment in our schools. The CAIU is working to lead the field toward the work of belonging and invited school district teams to fill the nine open slots for our Belonging training on June 21 & 22. This training is specific to school district teams to implement in their buildings and is offered at no cost to the districts. CAIU social workers are holding a beginning session/training for all of our staff. All Board members are welcome to attend. We will send more details.

- **Mr. Daren Moran, Director of Business & Operations**, provided an updated on the Health Care Trust: CAIU is one of nine members of the Trust. The Executive Trust meets regularly and the full Trust met last week to provide an update on health care. There was a dip in claims over Covid but they are now are climbing. There will be approximately a 10% increase due to the high claims. We carry the most weight in the Trust because we have the most people. In addition, the Business Managers met yesterday and discussed common challenges such as staffing, increased costs, and supply chain issues. There were a lot of new faces at the meeting.
- **Rennie Gibson, Board Secretary**, The CAIU Annual Board Member ballots for a new three year term were sent out to the school districts for voting. Ballots are due by June 10.

APPROVED ACTION ITEMS

- **April 28, 2022 - Board Meeting Minutes**
- **April 2022 Treasurer's Report** – a total of \$18,052,225.44 in receipts and \$10,059,241.88 in expenses.
- **Summary of Operations for April 2022** showing revenues of \$100,484,329.10 and \$81,719,186.28 in expenses.
- **Budget Administration**
 - The following 2021-22 Revised Budgets were approved:
 - Title III, Part A - English Language Acquisition
 - Administrative Time Study (ATS)
 - Cafeteria Services
 - EI ACCESS
 - ELECT
 - Hospital Partial Program
 - ICP
 - IDEA Section 611 EI
 - IDEA Section 619 EI
 - School Age ACCESS
 - State EI
 - Student Services
 - Title III, Part A, English Language Acquisition
 - Title I, Part D - Neglected & Delinquent Subpart 2
 - Proposed 2021-22 Original Budget - Title I, Part A, Improving Basic Programs
- **Other Fiscal Matters**
 - 2021-22 Audit Engagement Letter
- **Other Business Items**
 - Contracts – May 2022
 - Appointment of Barley Snyder as the CAIU solicitor for the period of July 1, 2022 through December 31, 2022 at the current blended rate of \$200 per hour. In the Fall the CAIU will do a request for proposal for legal services with the goal of naming a new solicitor at the November meeting with the anticipated engagement starting on January 1, 2023.
 - Proposed 2022-23 CAIU Board Meeting Dates
 - Appointment of New Board Member, Jason Miller, Millersburg Area School District, to fill an unexpired term from 5/26/22 - 6/30/24

➤ **Policies & Programs**

- Proposed 2022-23 Special Education Plan
- 2022-23 Keystone State Challenge Academy Calendar
- Second Reading New Policy #309.1 - Flexwork
- First Reading, Revised Policy #220 - Student Expression & Attachment
- First Reading, Revised Policy #227 - Controlled Substance
- Proposed 2022-23 Cafeteria Rates

➤ **Job Descriptions**

- Second Reading, Existing Position, New Description - Building & Trades Teacher
- First Reading, Existing Position, Revised Description - Administrative Services Secretary
- First Reading, Existing Position, Revised Description - Remedial Specialist

➤ **Personnel Items**

- See attached Personnel report
- Approval of the Collective Bargaining Agreement for the terms of July 1, 2022 – June 30, 2025

EXECUTIVE DIRECTOR'S REPORT

- Click here for All In Executive Director's Report: <https://online.fliphtml5.com/jplmp/rmdy/>

PRESIDENT'S REPORT

- Mrs. Jean Rice thanked the Board for their attendance. She attended the Hill Top Academy graduation last evening to see six students graduate and celebrated their accomplishments with their families. It was a great event! She is looking forward to the Project Search graduation tonight and the Loysville graduation next Friday. Thank you, Board Members, for your service.

NEXT MEETING: Thursday, June 23, 2022, 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*

May 26, 2022 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **EMILY BENNETT**, Cafeteria Worker, Student Services Team, effective May 13 2022. Reason: Personal.
- **ELIZABETH CAPPELLO**, Special Projects Coordinator, Educational Services Team, effective May 13, 2022. Reason: Personal.
- **ANDREA KIMMEL**, Speech and Language Clinician, Early Intervention Program, effective June 30, 2022. Reason: Personal.
- **PATRICIA MERRILL**, Inclusion Consultant, Early Intervention Program, effective September 9, 2022. Reason: Retirement after 14 years of continuous CAIU service.
- **SHAWN SAUNDERS**, HR Generalist, Administrative Team – HR Program, effective May 5, 2022. Reason: Personal.
- **JENNIFER SUMSKI**, Floater Teacher, Student Services Team, effective August 4, 2022. Reason: Personal.
- **ALYSSA WERTZ**, Certified Occupational Therapist Assistant, OT/PT Program, effective June 3, 2022. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **THOMAS BAGGIO**, Intern, Technology Team, effective date to be determined until July 27, 2023. Hourly rate will be \$14.00. This is a temporary intern position funded through the General Operating budget.
- **CASEY CAPPELLO**, Professional, effective for the 2022-2023 school year. Assignment: Educational Consultant, Training and Consultation Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters, Step 8 placement on the 2022-2023 salary scale. This is for 190 days of service and 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 Training and Consultation budget.
- **VICKI KEENER**, Temporary Professional, effective date to be determined. Assignment: Teacher, Keystone State Challenge Academy 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 new position funded through the Keystone State Challenge Academy budget.
- **RYAN MORAN**, Program Assistant, CAOLA Program, effective date to be determined. Base salary of \$44,285.12 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.
- **CHELSIE MOSS**, Professional, effective date to be determined. Assignment: Speech and Language Clinician, Early Intervention Program with base salary of Masters, Step 9, \$61,360 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.
- **ERIN ROSE**, Paraeducator, effective date to be determined. Assignment: Mental Health Worker, Center Point Program with base salary of MHW Bachelors, Step 10, \$43,824 for 190 days of service with additional new hire days as required. This is a replacement position funded through the Center Point budget.
- **EVAN TOTH**, Intern, Technology Team, effective date to be determined until July 27, 2023. Hourly rate will be \$14.00. This is a temporary intern position funded through the General Operating budget.

- **STEVEN TRACEY**, Intern, Technology Team, effective date to be determined until July 27, 2023. Hourly rate will be \$14.00. This is a temporary intern position funded through the General Operating budget.
- **NICOLE YOUNG**, Professional, effective date to be determined. Assignment: Occupational Therapist, OT/PT Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters, Step 6 placement on the 2022-2023 salary scale. This is for 190 days of service and 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.

CHANGES OF STATUS:

- **HALEY BURKHOLDER**, from an Accountant to an Account II, Administrative Team – Business, effective May 26, 2022. Change of status results in a change of salary to \$63,667.80 for 260 days of service and will be prorated for a total of 26 days through June 30, 2022.
- **EMILY CORCHADO**, from a Program Assistant to a Program Coordinator, Administrative Team – Business, effective May 26, 2022. Change of status results in a change of salary to \$41,704.05 for 260 days of service and will be prorated for a total of 26 days through June 30, 2022.

CHANGES OF SALARY:

- **DANIEL CONWAY**, Software Engineer, Technology Team, effective February 28, 2022 – October 1, 2022. Payment of \$750 per pay stipend is due to filling a supervisory role in the Application Development Program and will be in place until the Technology Team has an updated structure.
- **JACKIE HORST**, Custodian, Administration Team – Operation, effective date should be retroactive to her start date of October 25, 2021. Change of salary to \$26,174.50 due to an error in calculation of starting salary at the time of hire.
- **DAWN SAGER**, Assistant Business Manager, Administration Team – Business, effective April 1, 2022 – July 31, 2022. Payment of \$750 per month stipend is due to temporary payroll supervision and support.

LEAVE OF ABSENCE

- **LAURA SPANGENBERG**, Inclusion Consultant, Early Intervention Program, sabbatical for restoration of health effective June 1, 2022 – November 30, 2022. Leave is in accordance with and provided for under the PA School Code.

June 13, 2022 – PSBA Liaison Insider Summary Update (from 5/31/22)

Submit proposals now for PSBA's 2023 Legislative Platform

Your school board is invited to submit proposals for consideration for PSBA's 2023 Legislative Platform. The window for your board to submit proposals is open now through July 22. Please remember to include this on your board agenda for June or July and submit the online form to PSBA. [Information and guidelines, along with the online submission form, are now available on PSBA's website.](#)

All proposals should include a brief statement of rationale that explains why your board believes the item should be included in the platform. All proposals and rationale for the proposal must be approved by the board and verified by the board secretary. In other words, an individual board member may not submit an item on his or her own behalf. All items will be considered by the PSBA Platform Committee on September 17, with final consideration by the Delegate Assembly on November 5.

PA Department of Education issues ARP ESSER funding update

- **Status reports:** The deadline to submit the ESSER Funding Status Report was Friday, April 29. There continues to be a handful of local education agencies (LEAs) that have failed to submit the required report. There are also a number of LEAs with reporting errors that need correcting. Direct communications have been occurring with these LEAs. While these LEAs did submit the report, additional corrections are mandatory, and the district template must be resubmitted as soon as possible. As a reminder, all LEAs are required to submit a complete and accurate ESSER Funding Status Report. LEAs and non-LEA entities that do not complete and submit an accurate ESSER Funding Status Report will have a hold placed on their federal funds until they comply.
- **Health and Safety Plans:** ARP ESSER requires that LEAs review their plans at least every six months during the entire period of the LEA's ARP ESSER grant. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

An LEA does not need to submit to PDE each revision of the plan once the original plan is posted. The LEA should submit the URL to the webpage where the current, and all future Health and Safety Plans, are located. That way PDE and the public always have access to the most current version of the LEA's Health and Safety Plan.

It is June 2022 and LEAs should be reviewing and documenting the review of their Health and Safety Plan. If no changes are required, make note of the date, and post the plan publicly. Please maintain all edits on file locally and post to your LEA's website.

Additional information on the APR ESSER Health and Safety Plan is available on the PDE website at [this link](#). ESSER-related questions or comments should be sent to ra-edarpepper@pa.gov.

Online application is now open for EPA's 2022 Clean School Bus Rebates

The U.S. Environmental Protection Agency (EPA) [announced](#) that the online application is now open for the 2022 Clean School Bus Rebates. The program provides \$500 million for school districts and other eligible school bus operators and contractors to begin replacing their school buses with zero-emission buses. This represents the first round of funding out of the \$5 billion federal investment for low- and zero-emission school buses over the next five years. Applications will be accepted through August 19; EPA will notify applicants of selection status and post a list of applicants and selectees online in October. For more information:

- [Click here](#) to view the program guidance and a list of eligible/priority applicants.
- [Click here](#) to begin the 2022 Clean School Bus Rebate Application process.
- [Click here](#) to sign up for the Clean School Bus News listserv to guarantee you receive regular program updates.
- Add cleanschoolbus@epa.gov to your email contacts to ensure that messages from EPA don't go to your spam folder.
- [Click here](#) to access the EPA Clean School Bus website to learn more about the program and the benefits of clean school buses.
- Email cleanschoolbus@epa.gov with any questions or feedback to improve the program.