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# Derry Township School District Board of Directors Meeting November 9, 2020 Summary Minutes – IX

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## 1. OPENING ITEMS

### a. Call to Order

#### Minutes

The meeting was called to order by Mrs. Sicher at 7:02 p.m. The meeting is conducted both in-person and virtually, limiting our in-person attendance to ensure the ability to social distance during the COVID-19 pandemic.

### b. Roll Call

#### Minutes

**Members in Attendance:** Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, and Tricia Steiner

**Members in Attendance via Zoom:** John Abel, Donna Cronin, and Lindsay Drew

**Members Absent:** None

**Non-Voting members in Attendance:** Joe McFarland and Michele Agee

**Staff/Public in Attendance In-Person:** Jason Reifsnyder, Dave Sweigert, Dan Tredinnick, and Stacy Winslow

**Staff/Public in Attendance Virtually:** Laura Becker, Katie Blum, Chu Ferns, Richard Gamble, Scott Harman, Greg Hummel, Thomas Keefer, Steve Koons, Kim Kulina, Gregg Longenecker, Mary Macchioni, Lou Paoletti, Wendy Peiffer, Heidi Stine, and Peggy Taylor

**Press in Attendance:** Monica von Dobenok

### c. Flag Salute

### d. Approval of Board of Directors Agenda

Approval of the November 9, 2020 Derry Township School District Board of Directors Agenda.

#### Minutes

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

#### Vote Results

<b>Yea:</b>	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

## 2. INFORMATIONAL AND PROPOSALS

### a. President Communications

#### Minutes

Mrs. Sicher shared that the board met in executive session prior to the board meeting to discuss:

- Matters of Personnel

#### **b. Recognition of Citizens (Agenda Items)**

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Those who speak, if present, are asked to come to the microphone and state your name and address for the record. Those who are attending virtually, are asked to raise your virtual hand. In order to be recognized, you must have your first and last name typed into the live stream registration. Once recognized and un-muted, please state your name and address for the record. To provide other residents with an opportunity to speak, each speaker during the public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting. This portion of the Board Meeting is for comments to the Board and is not a question and answer period. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting may go to the District web site and submit a community correspondence.

##### **Minutes**

The following citizens were recognized by the board:

- None

#### **c. Standing Committee Meeting Report**

##### **Minutes**

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

- The SSET/Bounceback Presentation
- Approved Human Sexuality Curriculum
- Approved adding student representatives to Curriculum Council similar to the full Board

Mrs. Steiner gave a report on the Policy Committee that met prior to this evening's meeting and discussed the following:

- A review of the policies with revisions approved to go to the full Board
- Approved new policies to go to the full Board

#### **d. Community Correspondence Report**

##### **Minutes**

Mr. Tredinnick reported that there were a total of five submissions during the month of October.

#### **e. Student Representatives' Report**

As per Board Policy 004.1, the purpose of having two non-voting Student Representatives on the Board is to establish a communication link between the Board of School Directors and the student body of Hershey High

School. The position will serve in presenting the students' viewpoints to the Board.

#### **Minutes**

Mr. Pedaci reported on the following:

- Fall sports
- PSAT registration now open for sophomore and junior students

Mr. Barto reported on the following:

- Homecoming event on November 12th, food trucks will be available
- Winter musical, recently announced to be Anastasia

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

The following items will be on the Agenda for the November 23, 2020 Public Board of Directors Meeting:

1. Approval of November 9, 2020 Board of Directors Summary Minutes
2. CARE Club
3. Elementary LTS Dean of Students
4. Personnel

### **3. UNFINISHED BUSINESS**

#### **4. CONSENT AGENDA ITEMS**

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

#### **Minutes**

Following a motion by Mrs. Memmi and a second by Mr. Singer the Consent Agenda items were approved.

#### *Vote Results*

<b>Yea:</b>	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

#### **a. Approval of October 26, 2020 Summary Board of Directors Meeting Minutes - VIII**

#### **b. Approval of Policies**

The Administration recommends the approval of the following policies of the Derry Township School District Policy Manual which have been on public display for thirty-days in the Hershey Public Library, District Office, and the Derry Township School District Website:

- 103 Discrimination/Title IX Sexual Harassment Affecting Students
- 104 Discrimination/Title IX Sexual Harassment Affecting Staff
- 111 Lesson Plans
- 203 Immunizations and Communicable Diseases
- 209 Health Examinations/Screenings
- 247 Hazing
- 249 Bullying/Cyberbullying
- 314 Physical Examinations
- 318 Penalties for Tardiness
- 331 Job Related Expenses
- 332 Working Periods
- 334 Sick Leave
- 340 Responsibility for Student Welfare
- 705 Facilities and Workplace Safety
- 803 School Calendar
- 824 Maintaining Professional Adult/Student Boundaries
- 904 Public Attendance at School Events
- 907 School Visitors

#### c. **Approval of New Policy**

The Administration recommends the approval of the following new policy of the Derry Township School District Policy Manual which has been on public display for thirty-days in the Hershey Public Library, District Office, and the Derry Township School District Website:

- 309.1 Telework

## 5. **NEW BUSINESS**

#### a. **Approval of Revised Service Agreement with Capital Area Intermediate Unit (Title I)**

The Administration recommends the Board approve the Revised Title I Non-Public School Instructional Service Agreement with the Capital Area Intermediate Unit for the 2020-2021 School Year.

#### **Minutes**

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

#### *Vote Results*

<b>Yea:</b>	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

## **b. Approval of HEA Memorandum of Understanding - Early Retirement Incentive**

The Administration recommends the approval of a Memorandum of Understanding between the Derry Township School District ("District") and the Hershey Education Association ("HEA") that provides and early retirement incentive to qualified members of the HEA Bargaining Unit.

### **Minutes**

Following a motion by Mrs. Memmi and a second by Dr. Cronin the HEA Memorandum of Understanding - Early Retirement Incentive was approved.

## **c. Personnel - Resignations**

The Administration recommends the approval of the following resignations:

### **Act 93:**

#### **Beard, Steven**

Supervisor of Safe and Supportive Schools

District-wide

Reason: Personal

Effective: No later than 12/29/2020

### **Classified:**

#### **Anthony, Aleysha**

Administrative Assistant

Middle School

Reason: Personal

Effective: 11/06/2020 (retroactive)

#### **Moser, Douglas**

Bus Driver

District-wide

Reason: Personal

Effective: 11/24/2020

### **Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the personnel - resignations items were approved.

### *Vote Results*

<b>Yea:</b>	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

## **d. Personnel - General**

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

### **Transfer of Act 93 Staff:**

#### **Schmidt, Lindsey\***

From: 10-Month Assistant Principal

Early Childhood Center

To: Assistant Principal  
High School  
Salary: \$94,848 (pro-rated)  
Effective: 01/04/2021

**Classified:**

**Yaremchak, Gary Jr.** (new position)  
Substitute Custodian (2nd shift)  
District-wide  
Salary: \$15.77 per hour  
Effective: 11/10/2020

**Change in Hours for Classified Staff:**

**Burkhart, Tammy\***

Cafeteria/Recess Aide  
Early Childhood Center  
From: Level A: 3 hours per day  
To: Level A: 4.25 hours per day  
Salary: \$16.63 per hour  
Effective: 11/02/2020 (retroactive)

**Transportation/Bus Drivers**

The Administration recommends the approval of the change in hours for the following bus drivers as attached.

**Transfer of Classified Staff:**

**Wright, Deborah\***

From: Cafeteria/Recess Aide  
Primary Elementary School  
To: Substitute Cafeteria/Recess Aide  
Elementary School  
Salary: \$12.66 per hour  
Effective: 11/05/2020 (retroactive)

**Limited Service Contracts:**

**Clouser, Barbara\***

Class Advisor - Sophomore Class - H.S.  
Salary: \$1,662  
Effective: 11/10/2020

**Willis, Casey\***

Mentor (Jolynn Sullivan, 5th Grade Teacher - LTS)  
Salary: \$500  
Effective: 11/10/2020

2. The administration recommends the board approve the furloughing of up to 16 support staff employees in the food services and study hall monitor job classifications effective November 16, 2020. The specific employees to be furloughed will be determined by seniority in consultation with the Hershey Educational Support Professional Association (HESPA) and the terms of the 2020-2024 collective bargaining agreement.

**Minutes**

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

*Vote Results*

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**Yea:** 9 John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

**Abstain:** 0

**Not Cast:** 0

## 6. DELEGATE REPORTS

### a. PSBA

#### Minutes

The PSBA report is attached.

## 7. SPECIAL REPORTS

### a. Board Members' Report

#### Minutes

A report was made by the following board members:

Lindsay Drew and Mrs. Steiner

- Comments on participation in PSBA Delegate Assembly

Mr. Singer

- Comments on the Hershey Rotary Essay contest
- Expressed appreciation for t-e support and collaboration of the District with Joy of Sports for converting an unused basketball court into a roller street hockey rink

### b. Superintendent's Report

#### Minutes

Mr. McFarland gave a report that included the following:

- Update on COVID-19 cases for DTSD of 5 staff and 9 students testing positive since August 17, reminded everyone to maintain vigilance with adhering to the guidelines in place.

### c. Board President's Report

#### Minutes

Mrs. Sicher gave a report to express the following:

- Announced a virtual presentation of "All things Diversity: Creating a Welcoming Community for Veterans" this Wednesday in Honor of Veterans Day @ 7:00 p.m. registration available on the homepage of the district website.

## 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, if present, are asked to come to the microphone and state your name and address for the record. Those who are attending virtually, are asked to raise your



virtual hand. In order to be recognized, you must have your first and last name typed into the live stream registration. Once recognized and un-muted, please state your name and address for the record. To provide other residents with an opportunity to speak, each speaker during the public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting. This portion of the Board Meeting is for comments to the Board and is not a question and answer period. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting may go to the District web site and submit a community correspondence.

#### **Minutes**

The following citizens were recognized by the board:

- Richard Gamble - Asking for discussion of increasing the amusement tax for revenue for the school vs. increasing property taxes.

## **9. ADJOURNMENT**

#### **Minutes**

The meeting was adjourned at 7:36 p.m. following a motion by Mrs. Memmi and seconded by Dr. Cronin.

#### *Vote Results*

<b>Yea:</b>	9	John Abel, Donna Cronin, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	0	

Respectfully submitted,

*Michele Agee*

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Michele Agee  
Secretary to the Board  
Approved November 23, 2020

*Kathy L. Sicher*

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Kathy Sicher  
President of the Board of Directors

**Derry Township School District**  
**School Board Meeting**  
November 9, 2020

Please Sign In AND Print Your Name

*Signature*

*Printed Name*

Daniel B Tredinnick

Dan Tredinnick

*Signature*

*Printed Name*

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**DTSD Board Meeting Virtual**  
**Attendance, November 9, 2020**

<u>Attended</u>	<u>Name</u>
Yes	Laura Becker
Yes	Katie Blum
Yes	Chu Ferns
Yes	Richard Gamble
Yes	Scott Harman
Yes	Greg Hummel
Yes	Thomas Keefer
Yes	Steve Koons
Yes	Kim Kulina
Yes	Gregg Longenecker
Yes	Mary Macchioni
Yes	Lou Paoletti
Yes	Wendy Peiffer
Yes	Heidi Stine
Yes	Peggy Taylor

## **AGREEMENT FOR TITLE I NONPUBLIC PROGRAMS AND SERVICES**

This Agreement for TITLE I NONPUBLIC Services (hereinafter “Agreement”) is made this 29 day of October, 2020, by and between the **Capital Area Intermediate Unit** (hereinafter “CAIU”), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 55 Miller Street, Enola, PA 17025, and **Derry Township School District** (hereinafter “Client”), a PUBLIC SCHOOL DISTRICT with its principal place of business at 30 30 East Granada Avenue, Hershey, PA 17033.

### **1. Scope of Work.**

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

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

- Review of nonpublic schools’ referrals of potential educationally disadvantaged students (Multiple criteria: Standardized test scores, benchmark assessments, teacher referral, and administrator referral)
- Screening and assessment of potential educationally disadvantaged students
- Parental permission process
- Benchmark assessments and stakeholder reporting two or three times per year (Acadience and Fountas and Pinnell) in collaboration with nonpublic school personnel
- Student scheduling (in collaboration/coordination with nonpublic school personnel)
- Instructional services in reading and/or math (no less than two times per week per student, during school hours, as determined through collaboration/coordination with nonpublic school personnel)
- Progress monitoring and progress reporting as requested
- Quarterly monitoring of school district students, if no educationally eligible students are identified
- Parent and family engagement activities including: Nonpublic School Title I Parent and Family Engagement Night or Summer Books and Activities, School/Parent Compacts (for school, parent and student), Annual Family Engagement Survey

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- Performance goal progress
- Annual program evaluation and reporting to all stakeholders based on student improvement, as requested
- Annual educator effectiveness evaluation of CAIU instructional staff
- Nonpublic school visitation coordination and documentation
- Annual assessment plan review and revision
- Technical assistance with federal program monitoring
- Coordination with Pennsylvania Act 89 services
- Coordination with other federal programs, whenever possible

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

See Title I 2020-21 Intent to Participate, attached hereto and incorporated by reference hereby, for a breakdown of allocation of funds

**Virtual Delivery of Services During School Closures and Curtailment:**

In the event of school closures or curtailment of in-person instruction, the parties agree to negotiate in good faith to assess whether and to what extent remote, virtual services can be provided in place of the in-person services contemplated hereby. Any such services will comply with applicable Pennsylvania Department of Education remote instruction and reopening guidelines and may be updated at any time during the term of this agreement. Parties further agree to comply with Centers for Disease Control sanitation standards operative, released, and updated at any time during the original term of this Agreement..

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

**2. Responsibilities of the Parties.**

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

2.2 CAIU shall:

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

2.3 Client shall:

- Provide the CAIU names of private schools identified to participate in Title I programs
- Assist the CAIU in identifying addresses of students who reside in Title I attendance areas
- Inform the CAIU of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation

3. **Cost.** In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept up to, **\$16,295.00** (Sixteen thousand, two hundred and ninety-five dollars) in fulfillment of this Agreement. This amount has been determined by the per-pupil allocation times the number of low income private school children residing in the school district. The cost of the abovementioned Title I services is the Title I amount generated by e-grants for services to the district's nonpublic students inclusive of administrative costs determined by the CAIU's federally restricted indirect cost rate. Additional cost terms, if any, shall be addressed in Section 25 herein or subsequent Addenda as agreed to by both parties.

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

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**5. Term and Renewal.**

5.1 The term of this Agreement shall commence September 1, 2020, and shall terminate effective August 31, 2021, unless otherwise agreed upon in writing.

**6. Notice.**

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

Contact Name: Lisa Klingler

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400 x 8133

Fax:

Email: Lklingler@caiu.org

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

**Client Contact**

Name: Jason Reifsnyder

Address: 30 East Granada Avenue, Hershey, PA 17033

Phone: 717-534-2501 ext. 3201

Fax:

Email: jreifsnyder@hershey.k12.pa.us

**7. Mutual Release from Liability.**

7.1 Except as otherwise provided in this Agreement, Client, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors (collectively "Client") hereby releases CAIU and its agents, employees, directors, officers, affiliates, consultants, and/or contractors "CAIU"), and CAIU hereby releases Client, from all liabilities and claims

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for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever during the performance and execution of this Agreement.

- 7.2 It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

**8. Mutual Indemnification.**

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

**9. Insurance Coverage.**

- 9.1 The CAIU affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance at amounts recognized as customary in the ordinary scope of business. Upon written request, the CAIU shall provide Client with a copy of its certificate of insurance, but under no circumstances, shall CAIU name Client as an additional insured.
- 9.2 The Client shall carry appropriate insurance coverage, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement. Under no circumstances shall CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance.



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**10. Limitation of Relationships.** Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between CAIU and Client. CAIU and Client assert that they are not in a joint venture with each other, nor intend to operate as a joint venture.

**11. Work Product.**

11.1 All work products, whether tangible or intangible, and regardless of medium, that are created, produced, engineered or otherwise devised by CAIU during the course of this Agreement are solely owned by the CAIU and may not be used, sold, or otherwise distributed by the Client in any manner which exceeds the scope of the relationship between the Client and the CAIU as described herein or as described in a contract made hereunder.

11.2 Any unauthorized use or infringement of work product by Client shall be considered a material breach.

11.3 Unless otherwise expressly stated herein, no license for use, whether expresses or implied, is given to Client by this Agreement.

**12. Confidentiality.**

12.1 Under this Agreement, the parties may have access (verbally or in writing) to information that is confidential in nature. Such information may include, but not be limited to student information and data; work product, facts or statistics, ideas, materials, business plans, technical information, methodologies, or any other shared data.

12.2 CAIU and Client agree not to use or disclose such confidential information for any purpose other than in fulfillment of this Agreement, and/or as required by activities described herein, and then, only to the designated employees and/or consultants of CAIU and Client.

Additionally, both parties acknowledge and agree that they are bound by the Family Education Rights and Privacy Act of 1974 (FERPA) and the business associate and subcontractor privacy rules of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), and all other applicable State and federal laws.

12.3 Notwithstanding the above, both parties are public governmental entities subject to public disclosure and right-to-know laws, and this Section 12 and its subsections shall not apply with respect to any information that is required to be disclosed under or by any law or which subsequently enters the public domain through no fault of the receiving party.

12.4 The provisions of this Section 12 and its subsection shall survive termination or expiration of the Agreement.

**13. Warranties.**

- 13.1 **Unless otherwise expressly stated in Section 25 herein or in an Addendum hereto, CAIU MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN REGARDS TO THE SERVICE(S) AND/OR PRODUCT(S) IT PROVIDES TO CLIENT, AND**
- 13.2 **CLIENT ACCEPTS THE SERVICE(S) AND/OR PRODUCT(S) PROVIDED BY CAIU “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** The CAIU assumes no liability for losses, damages, or legal judgments resulting from Client’s use of any product or service provided to Client under this Agreement.
- 13.3 CAIU does not warrant that any product provided by it will perform without error or that it will run without immaterial interruption. Moreover, CAIU provides no warranty regarding, and shall therefore have no responsibility for any claim arising from a modification made by Client unless CAIU approves such modification in writing; and/or use of the product in combination with or on products other than as specified in writing by the CAIU.
- 13.4 CAIU shall (a) “pass through” to Client any warranty right it receives from any third party provider of system components not authored or manufactured by CAIU (“Third Party Components”); and (b) reasonably cooperate with Client in enforcing such rights. CAIU provides no warranties, express or implied, with regard to Third Party Components, and CAIU shall not be liable for any failure of any Third Party Component to function as expected or intended.

14. **Audit.** All service and billing records of the Client are subject to audit at any time by auditors performing annual fiscal or program audits, as required by the federal government, and/or the Pennsylvania Department of Education, and/or the CAIU as required by a third party.

**15. Severance; Full Force and Effect.**

- 15.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect.

15.2 In the event a term of this Agreement is not strictly enforced, such non-enforcement shall not be interpreted as acquiescence nor shall it be seen as precedent setting and enforcement of the term at any time in the future shall be binding and not subject to dispute.

**16. Governing Law and Venue.**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.

16.2 Client hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Cumberland County, Pennsylvania and the Middle District of Pennsylvania.

**17. Non-Discrimination.** The Client agrees to treat all persons in a non-discriminatory manner, in keeping with applicable state and federal laws, including, without limitation, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and the Pennsylvania Human Relations Act. No person shall be discriminated against by the Provider because of race, color, religious creed, ancestry, national origin, sex, age, sexual orientation, or handicap.

**18. Compliance with Law and Policy.** During the term of this Agreement, both parties hereto shall comply with all applicable federal, state, and local laws and regulations, including the Pennsylvania School Code and applicable Board Policy of either party.

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

**20. Termination.**

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20.1 Each party has the right to terminate this Agreement (1) to the extent provided herein; or (2) in the event of a material breach, after giving written notice and at least thirty (30) calendar days to remedy; or (3) without cause upon ninety (90) days written notice.

20.2 Upon termination by the Client, all work shall stop and payment for all work completed to date shall be immediately due and payable to the CAIU.

21. **Damages.** In addition to termination and any other rights provided hereunder, CAIU has the right to seek any remedy available to it in equity or in law, whether monetary or injunctive relief.

22. **Headings.** The headings of this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.

23. **Rules of Construction.** No provision of this Agreement shall be construed against a party simply because that party drafted the provision.

24. **Entire Agreement and Modification.**

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

24.2 Any changes, additions, or deletions to the Scope of Work shall be considered a modification as described herein. Any such modification must be subsequently labeled *Addendum 1*, *Addendum, 2, en sic*. To be valid, any modifications/amendments to this Agreement shall be made in writing, signed by an authorized representative of both parties, and dated.

24.3 Any and all Addenda shall be considered incorporated as a valid term of this Agreement.

24.4 It is specifically understood and agreed that every Addendum must be separately negotiated and a revised price agreed upon, in writing, by both parties.

24.5 Notwithstanding, this Agreement may be executed in multiple counterparts. Each such counterpart shall be an original and all together shall constitute but one and the same Agreement.

25. **Additional Terms and Conditions Specific to this Agreement.**

25.1 The School District and CAIU agree to pool funds for instruction in the nonpublic schools. The pooled funds are used to serve the private school students most at risk who reside in participating public

Agreement for Service  
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school attendance areas regardless of the amount of funds that was generated based on the number of children from low-income families attending that nonpublic school.

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

**CAPITAL AREA INTERMEDIATE UNIT**

*Dr. Andria B Saia*

Authorized Signature

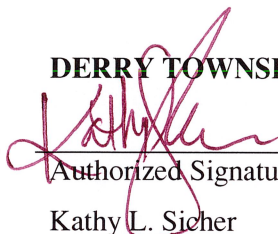
Dr. Andria Saia

Printed Name

Executive Director

Title

**DERRY TOWNSHIP SCHOOL DISTRICT**



Authorized Signature

Kathy L. Sicher

Printed Name

President, Board of Directors

Title

Rev. 4/3/2018

# **MEMORANDUM OF UNDERSTANDING**

## **EARLY RETIREMENT INCENTIVE**

### **&**

## **RETIREMENT HOSPITALIZATION/MAJOR MEDICAL**

The purpose of this Memorandum of Understanding is to document the parties' understanding on an Early Retirement Incentive and Retirement Hospitalization/Major Medical Plan between the Derry Township School District, hereinafter called the "**DISTRICT**", and the Hershey Education Association, hereafter called the "**ASSOCIATION**", as of November 9, 2020, the date of this Memorandum.

It is agreed and understood that the signatures of the parties' representatives below are authorized and bind the parties to this Memorandum.

### **Early Retirement Incentive**

A full time employee retiring at the conclusion of the 2020-2021 school year may be eligible to receive one of the following retirement incentives:

- a) \$20,000 provided that the employee retires at the end of the school year in which he/she attains one of the following: (a) 53 years of age, 30 years of recognized state service, 15 of which were in Derry Township School District.
- b) \$15,000 provided that the employee retires at the end of the school year in which he/she attains one of the following: (a) 53 years of age, 25 years of recognized state service, 15 of which were in Derry Township School District.
- c) \$10,000 provided that the employee retires at the end of the school year in which he/she attains one of the following: (a) 53 years of age, 20 years of recognized state service, 15 of which were in Derry Township School District.
- d) An employee may only receive one of the above referenced retirement incentives.

### **Retirement Hospitalization/Major Medical**

A full time employees retiring after their 53rd and before their 65th birthdays at the conclusion of the 2020-2021 school year will be provided medical insurance benefits per section 6.01 of the 2017-2021 collective bargaining agreement during the period of their retirement but ending at age 65, with the following limitations:

- a) Equivalent benefits will be provided to full time employees except that dependent's coverage will be provided only to the retiree's spouse.
- b) The retiree must have been employed at least twenty (20) years in education, fifteen (15) of which were in the Derry Township School District.
- c) All eligible retired employees who retire after the start of the 2004-2005 school year are required to contribute toward the cost of medical insurance under the single or married provisions set forth in Section 6.01 of the 2017-2021 collective bargaining agreement. The

District shall provide all eligible retired employees with the prescription drug benefit provided in Section 6.01 of the 2017-2021 collective bargaining agreement. Regardless of date of retirement, all eligible retired employees are responsible for the office visit co-pays and prescription drug deductibles as set forth in Section 6.01 of the 2017-2021 collective bargaining agreement.

- d) Vision Insurance will be provided for those completing 30 years of service with Derry Township, as specified in 6.04 of the 2017-2021 Collective Bargaining Agreement.
- e) The benefits will be suspended during any period which the retiree or the retiree's spouse is employed by an employer through which hospitalization/major medical insurance is available as an employer-provided benefit.
- f) In the event that the age for Medicare/Medicaid is changed from age 65, the Association and District agree to meet and discuss retiree eligibility under this section.

**Minimum Number of Retirements**

In order for the provisions of this Agreement to become effective, no less than ten (10) employees who were actively employed in November of 2020 must submit such letters of retirement/resignation to the Superintendent of Schools on or before January 4, 2021. The District reserves the right to nullify the Memorandum if no less than ten (10) employees do not retire/resign in accordance with the eligibility requirements as set forth above. Should the district nullify the Memorandum, employees who submitted their retirement letters will be allowed an opportunity to rescind their retirement.

**Retirement/Resignation Deadline**

Each eligible employee must submit an irrevocable letter of retirement/resignation to be received by the Office of the Superintendent on or before January 4, 2021, with an effective date of no later than June 30, 2021. Once acted upon by the Board of School Directors, the professional employee's resignation for the purpose of retirement cannot be rescinded. An employee who fails to comply with these deadlines shall not be eligible to participate in the Early Retirement Incentive and Retirement Hospitalization/Major Medical Plan outlined in this document.

WITNESS the execution hereof this 9<sup>th</sup> day of November, 2020.

Attest

Michelle Agee  
Secretary of the School Board

DERRY TOWNSHIP SCHOOL DISTRICT

[Signature]  
President of the School Board

Attest

Sue McDonald  
Secretary of the HEA

HERSHEY EDUCATION ASSOCIATION

Erik Barber  
President of the HEA

## November 9, 2020 – PSBA Liaison Insider Summary Update

1. **PSBA calls for renewed push for charter reform:** PSBA issued a news release announcing that over 300 school boards are calling for meaningful charter school funding reform. PSBA also issued a call to action asking members to advocate with suggestions on various ways to take action
2. **Governor's desk:** Protections for student assault victims: Senate Bill 530 protects student victims of sexual assault. PSBA worked with legislators to improve the bill while providing flexibility to school districts.
3. **Governor's desk:** School director email addresses: House Bill 703 requires school districts to publish on their websites an email address for each of their school board directors. PSBA worked to have the bill amended to also make the provisions applicable to charter school and cyber charter school board trustee  
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4. **Winter Keystone Exam window extended to March:** PDE is extending the Winter Keystone administration window from December 2, 2020 to March 31, 2021.