

Signed BOARD-OF-DIRECTORS-MEETING-May 11, 2020 _____	2
BoardAtt5-11-20 _____	8
Board May 11, 2020 - 2019-2020 Projections _____	9
BOARD - May 11, 2020 - Revenue - 2019-2020 Budget and Projections - 2020-2021 budget _____	10
Board - 2020-2021 Expenses - Summary of Revenue and Fund Balance _____	13
BOARD - May 11, 2020 Capital reserve fund summary _____	15
Community Correspondence Report 042020 _____	16
PSBA Delegate Assembly _____	17
PSBA Certification Form _____	19
AgendaManager.2020-21 Derry Township Final Signed _____	21

**Derry Township School District
Board of Directors Meeting
May 11, 2020
Summary Minutes – XX**

1. OPENING ITEMS

a. Call to Order

Minutes

Mrs. Sicher called the virtual meeting to order at 7:05 p.m. Due to COVID-19 global pandemic and orders from Pennsylvania's governor to stay at home the meeting was conducted via Zoom Webinar

b. Roll Call

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

Member Absent: None

Non-Voting Members in Attendance: Joe McFarland, Mike Frentz

Staff/Public in Attendance: Dan Tredinnick, Jason Reifsnyder, Dr. Stacy Winslow, David Sweigert, Monica von Dobeneck, Tracy Paoletti, Andrea Prats, Alexander Berger, Michele Agee, Jason Zaprazny, Lucas Bingeman, Rachel Anderson, Clare Canavan, Carol Clark, Stephanie Shaw, Christine Drexler, Claire Strucko, Alexa Blankenbiller, Leayn Easterwood, Tracy Brown, Ann Zaprazny, Claire Sheppard, Linda Eyer, Alexa Blankenbiller, Penny Sheppard, Chris Reed, Wayne Rivers

c. Flag Salute

d. Approval of Board of Directors Agenda

Approval of the May 11, 2020 Derry Township School District Board of Directors Agenda.

Minutes

Following a motion by Ms. Drew and a second by Dr. Cronin the agenda for the evening's meeting was approved.

Vote Results

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	

2. INFORMATIONAL AND PROPOSALS

a. President Communications

Minutes

Mrs. Sicher announced the Board met virtually via Zoom in Executive Session prior to this meeting to discuss:

- Personnel
- Labor Relations and Arbitration

Mrs. Sicher also announced the Board would meet in Post Executive Session at the conclusion of the Regular meeting.

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 are asked to raise their virtual hand. Once recognized and unmuted, please state your name and address for the record. To provide other residents with an opportunity to speak, each speaker during the public comment period is limited to five (5) minutes of speaking time and limited to one opportunity during this comment period. A maximum time of 30 minutes will be set for this portion of the meeting. 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 reported that the Curriculum Council met prior to this evening's meeting and received the following:

- An update on distance learning;
- Update on High School textbooks

d. Finance

Mr. Frentz will provide an update on the 2020-2021 Budget as well as 2019-2020 projections.

Minutes

Mr. Frentz reviewed the 2020-2021 Budget as well as 2019-2020 projections.

e. Community Correspondence Report

Minutes

Mr. Tredinnick reported that the District received nine community correspondences during the month of April.

f. 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

The following student representatives provided reports:

- Mr. Carrera reported on AP testing;
- Miss Aluquin provided an update on various student group activities;
- Miss Fitterer thanked everyone involved in putting signs in seniors yards to recognize them.

g. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the May 26, 2020 Public Board of Directors Meeting:

1. Approval of May 11, 2020 Board of Directors Summary Minutes
2. Athletic Philosophy
3. Later School Start Time (21-22 School Year)
4. Power Train Agreement Renewal Intentions
5. HHS Instrumental Music Trip-April 2021
6. Requests for the Use of Facilities
7. Personnel
8. Staff Development

Minutes

The anticipated agenda items for the May 26, 2020 Public Board of Directors Meeting were reviewed.

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 Ms. Drew and a second by Dr. Cronin the consent agenda items were approved.

Vote Results

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

a. Approval of April 27, 2020 Summary Board of Directors Meeting Minutes**b. Requests 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: Dauphin County Elections Office

Tuesday, June 2, 2020 6:00 a.m. - 10:00 p.m.

Date/Time: (Monday, June 1 - set up "working hours")
Wednesday, June 3 - tear down "working hours")

Requested Facility: Elementary School Cafeteria

Event: 2020 Presidential Primary

Fee: None

Group: Penn State Health - Department of Psychiatry & Behavioral Health

Date/Time: Training: Tuesday, June 9th - Thursday, June 18, 2020 9:00 a.m. - 5:00 p.m.
Camp: Monday, June 22nd - Thursday, July 23rd, 2020 7:30 a.m. - 5:30 p.m.

Requested Facility: Elementary School - rooms 61, 62, 63, & 64, HMS Field B, MPR, and Gym

Event: Summer Treatment Program / Camp

Fee: None

Group: Cocoa Packs, Inc.

Date/Time: Thursday, June 11, 2020 - 1:00 p.m. - 9:00 p.m.

Requested Facility: Middle School Cafeteria

Event: Fun in the Sun Jam

Fee: None

Group: Joy of Sports Foundation

Date/Time: Wednesday, June 17, 2020 - 8:30 a.m. - 3:00 p.m.
Thursday, June 18, 2020 - 8:30 - 3:00 p.m.

Requested Facility: Elementary School Gym, Memorial Field Tennis Courts,
HS Turf/Track Football Field, Middle School Upper Field A

Event: Sports Sampling Camp

Fee: None

5. NEW BUSINESS

a. Appoint Voting Delegates to PSBA 2020 Delegate Assembly

Minutes

Ms. Drew nominated Mrs. Steiner and Ms. Drew to be Derry Township School District's voting delegates to PSBA 2020 Delegate Assembly following a second by Dr. Cronin, Mrs. Steiner and Ms. Drew were appointed voting delegates to PSBA 2020 Delegate Assembly.

Vote Results

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	

b. Approval of CAIU Agreement for AgendaManager Services

The Administration recommends the approval of the three-year CAIU Agreement for AgendaManager Services.

Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew the three-year CAIU Agreement for AgendaManager Services was approved.

Vote Results

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	

c. Personnel - Resignations

The Administration recommends the approval of the following resignation:

Classified:**McKittrick, Gary**

Bus Driver

District-wide

Reason: Personal

Effective: 05/24/2020

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi the Personnel - Resignation item was approved.

Vote Results

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**Minutes**

The following delegates provided reports to the Board:

- None

7. SPECIAL REPORTS**a. Board Members' Report****Minutes**

The following Board members provided reports:

- Ms. Drew recognized Mr. Ed Rockland, former Derry Township School District teacher that recently passed.

b. Superintendent's Report

Minutes

Mr. McFarland provided the following report to the Board:

- As we continue to work through details for end of year events, we want to remind our rising 6th grade families that this Thursday, May 14, at 6:30 p.m. there will be a virtual Fifth Grade Parent Night. Details have been sent to families for this event.
- For our rising 9th graders and families, more details about the transition to high school and other activities will be coming in early June, so stay tuned for that information as well!
- Graduation comments
- Just want to encourage everyone to finish the year strong! The newness of distance learning is wearing off and there is an urge to slack off. Everyone has done great so far, so please keep that dedication going! Stay engaged, reach out to your teachers, stay involved and take care.

c. Board President's Report

Minutes

Mrs. Sicher provided the following report to the Board:

- None

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 raise their virtual hand. Once recognized and un-muted, please state your name and address for the record. 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:

- Jason Zaprazny - Spoke about 2020 graduation plans;
- Alex Berger - Spoke about 2020 graduation plans;
- Wayne Rivers - Spoke about the 2020 budget.

9. ADJOURNMENT

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin the Board adjourned the meeting to Executive Session at 8:10 p.m.

Respectfully submitted,

DocuSigned by:

Mike Frentz

8C7398AF846349A...

Michael Frentz

Secretary to the Board

Approved May 26, 2020

DocuSigned by:

Kathy L. Sicher

90346647C58C4BF...

Kathy Sicher

President of the Board of Directors

Board Meeting Attendance May 11, 2020

Yes	Lindsay Aluquin		
Yes	Maya Fitterer		
Yes	Jason Reifsnnyder		
Yes	Kip Shaw		
Yes	Judy Haverstick		
Yes	Bill Zee		
Yes	Dave Sweigert		
Yes	Dan Tredinnick		
Yes	Lindsay Drew		
Yes	Maria Memmi		
Yes	Donna Cronin		
Yes	John Abel		
Yes	Tricia Steiner		
Yes	Mike Frentz		
Yes	Stacy Winslow		
Yes	Hank Carrera		
Yes	Terry Singer		
Attended	Attendee Details	Attended	Attendee Details
Yes	Monica von Dobeneck	Yes	Wayne Rivers
Yes	Andrea Prats		
Yes	Alexander Berger		
Yes	Michele Agee		
Yes	Tracy Paoletti		
Yes	Jason Zaprazny		
Yes	Lucas Bingeman		
Yes	Rachel Anderson		
Yes	Clare Canavan		
Yes	Carol Clark		
Yes	Stephanie Shaw		
Yes	Christine Drexler		
Yes	Claire Strucko		
Yes	Alexa Blankenbiller		
Yes	Leayn Easterwood		
Yes	Tracy Brown		
Yes	Ann Zaprazny		
Yes	Claire Sheppard		
Yes	Linda Eyer		
Yes	Alexa Blankenbiller		
Yes	Penny Sheppard		
Yes	Penny Sheppard		
Yes	Chris Reed		

**DERRY TOWNSHIP SCHOOL DISTRICT
2019-2020 EXPENDITURE PROJECTIONS
2019-2020**

EXPENSES Object		BUDGET	As of 12/31/2019	As of 3/31/2020	Projected as of 6/30/2020	DIFFERENCE (PROJ - BUD)	NOTES
100	Salaries	29,268,421	12,011,112	19,870,291	28,679,874	(588,547)	
200	Benefits	18,981,432	7,918,369	14,305,501	18,441,432	(540,000)	Through 3/30/20, Medical and Rx costs are 12% below budget, this assumption carries that trend through June 30.
300	Services - Professional and Technical	3,337,643	1,633,614	2,880,614	3,022,614	(315,029)	Savings mostly to Source4Teachers
400	Services - Property	1,571,156	959,133	1,312,821	1,476,156	(95,000)	Savings mostly in area of Maintenance and Repairs
500	Services - Other	2,668,515	1,159,560	1,657,737	2,437,737	(230,778)	
600	Supplies	3,149,773	1,656,051	2,250,764	2,929,773	(220,000)	Savings mostly in area of Supplies. Costs for energy are also in this category.
700	Equipment	194,469	107,377	125,983	125,983	(68,486)	
800	Other	254,153	140,303	174,699	174,699	(79,454)	
900	Other Use of Funds	5,913,190	2,159,428	2,273,979	5,913,190	-	
	TOTAL	65,338,752	27,744,946	44,852,389	63,201,458	(2,137,294)	

Budget Total	65,338,747.00	65,338,747.00	65,338,747.00
--------------	---------------	---------------	---------------

% of Budget Exp.	42.46%	68.65%	96.73%
------------------	--------	--------	--------

REVENUE

6000	Local Revenue	\$ 50,037,612.00			49,445,631	(591,981.00)
7000	State Revenue	\$ 12,463,221.00			12,169,917	(293,304.00)
8000	Federal Revenue	\$ 1,040,000.00			1,040,000	-
9000	Other Revenue	\$ 1,799,113.00			1,820,713	21,600.00
	TOTAL	\$ 65,339,946.00			64,476,261	

FUND BALANCE - ADDITION/(DEDUC	\$	1,194.00
---------------------------------------	-----------	-----------------

1,274,803

**DERRY TOWNSHIP SCHOOL DISTRICT
REVENUE BUDGET
2020-20201**

REVENUE CODE	REVENUE DESCRIPTION	BUDGET 2019-2020	PROJECTION 2019-2020	BUDGET 2020-2021	INCREASE/ DECREASE BUDGET TO BUDGET
R6112	REAL ESTATE TAXES	37,147,121	37,127,431	37,294,091.03	146,970.48
6112	Real Estate Taxes-Interim	132,600	106,000	120,000.00	(12,600.00)
6113	Utility Taxes (PURTA)	49,960	42,283	45,000.00	(4,960.00)
TOTAL REAL ESTATE		37,329,681	37,275,714	37,459,091.03	129,410.48

6114	Payments in Lieu of Taxes	958,800	985,014	780,000	(178,800)
6142	Occupation Tax	1,784,000	1,799,600	1,760,000	(24,000)
6143	Occupational Privilege/Local Svcs Tax	150,000	135,000	130,000	(20,000)
6151	Earned Income Tax	5,000,000	4,900,000	4,500,000	(500,000)
6153	Real Estate Transfer Tax	810,000	960,000	650,000	(160,000)
6154	Amusement Tax	1,530,150	1,110,000	1,165,000	(365,150)
6411	Delinquent Real Estate Tax	720,000	720,000	650,000	(70,000)
6442	Delinquent Occupation Tax	450,000	390,000	360,000	(90,000)
6510	Earnings from Investments	250,000	300,000	100,000	(150,000)
6710	Income from Athletic Activities	65,000	37,849	25,000	(40,000)
6740	Fees	115,000	42,768	55,000	(60,000)
6830	St Revenue from Intermediate Sources	-	-	-	-
6831	Federal Revenue from PA Public Schools	-	-	-	-
6832	IDEA IU Pass Through-Federal Funds	450,000	450,000	420,000	(30,000)
6832.02	IDEA Sec 619 from IU	-	-	-	-
6833	ARRA IU Pass Through-Federal funds	-	-	-	-
6910	Rent from School Facilities	62,424	5,731	10,000	(52,424)
6921/23	Donations-Elem/MS PTC	-	-	-	-
6922	Private Contributions	-	-	-	-
6924	Trojan Foundation	-	-	-	-
6942	Summer School	32,000	-	24,000	(8,000)

**DERRY TOWNSHIP SCHOOL DISTRICT
REVENUE BUDGET
2020-20201**

REVENUE CODE	REVENUE DESCRIPTION	BUDGET 2019-2020	PROJECTION 2019-2020	BUDGET 2020-2021	INCREASE/ DECREASE BUDGET TO BUDGET
6944	Receipts from other LEA's-Spec Ed	210,000	210,000	300,000	90,000
6949	SAT	19,000	19,000	19,000	-
6990	Misc Revenue	55,000	104,955	70,000	15,000
6991	Refunds-Prior Year Exp	46,557	-	-	(46,557)
TOTAL LOCAL NON REAL ESTATE		12,707,931	12,169,917	11,018,000	(1,689,931)

R7110	BASIC EDUCATION	2,965,659	2,965,659	2,965,659	-
R7140	CHARTER SCHOOL FUNDING	-			-
R7160	SECT 1305/1306	22,000	22,000	22,000	-
R7210	HOMEBOUND	-			-
R7240	DRIVER ED	-			-
R7250	MIGRATORY CHILDREN	-			-
R7271	SPEC ED FUNDING-SCH AGE	1,631,701	1,531,701	1,500,000	(131,701)
R7310	TRANSP (REG & ADD'L)	629,730	629,730	519,000	(110,730)
R7320	RENTALS & SINKING FND PM	160,168	160,168	160,168	-
R7330	MEDICAL/DENTAL SERVICES	73,950	73,950	73,950	-
R7340	SUPPL REIM OF BASIC ED	666,867	666,867	666,867	-
R7360	SAFE SCHOOLS	-			-
R7501	PA ACCOUNTABILITY GRANT	225,558	225,558	225,558	-
R7505	EXTRA GRANT	-			-
R7810	STATE SS/MEDICARE TAXES	1,119,517	1,097,005	1,155,563	36,046
R7820	STATE RETIRE CONTRIBUTIO	4,968,071	4,917,164	5,162,874	194,803
TOTAL STATE		12,463,221	12,289,803	12,451,640	(11,581)

R8514	TITLE I, PART A	670,000	670,000	670,000.00	-
R8515	NCLB TITLE II	170,000	170,000	170,000.00	-
R8810	ACCESS	-			-
R8708	AARA FUNDING	-			-

DERRY TOWNSHIP SCHOOL DISTRICT
REVENUE BUDGET
2020-20201

REVENUE CODE	REVENUE DESCRIPTION	BUDGET 2019-2020	PROJECTION 2019-2020	BUDGET 2020-2021	INCREASE/ DECREASE BUDGET TO BUDGET
R8820	MED ASS REIMB FOR ADMIN	200,000	200,000	248,500.00	48,500
TOTAL FEDERAL		1,040,000	1,040,000	1,088,500.00	48,500
-					
R9390	PERMANENT FUND TRANSFERS	1,799,113	1,799,113	1,709,113.00	(90,000)
R9400	SALE OF FIXED ASSET	-	21,600	35,000.00	35,000
TOTAL OTHER		1,799,113	1,820,713	1,744,113.00	(55,000)
		65,339,945	64,596,147	63,761,344	(1,578,602)

**DERRY TOWNSHIP SCHOOL DISTRICT
PROPOSED PRELIMINARY BUDGET - EXPENDITURES
2020-2021**

	2019-2020 BUDGET	2020-2021 BUDGET	DOLLAR INC. (DEC.)	PERCENT INC. (DEC.)
SALARIES	29,268,421	30,210,804	942,383	3.2%
GROUP INSURANCE	6,249,003	6,249,003	-	0.0%
SOCIAL SECURITY	2,239,034	2,311,127	72,093	3.2%
RETIREMENT	9,936,142	10,325,748	389,606	3.9%
PAYMENT FOR GRADUATE STUDY	320,000	300,000	(20,000)	-6.3%
UNEMPLOYMENT COMP	12,000	12,000	-	0.0%
WORKER'S COMP INSURANCE	210,000	210,000	-	0.0%
TUITION TO LEA (CTC, CHARTER SCHOOL, ALT. ED.	1,184,680	1,156,419	(28,261)	-2.4%
SUBSTITUTES - Source4Teachers	700,000	640,000	(60,000)	-8.6%
TECHNOLOGY	1,583,110	1,537,258	(45,852)	-2.9%
ELEMENTARY	358,030	329,181	(28,849)	-8.1%
MIDDLE SCHOOL	235,615	230,000	(5,615)	-2.4%
HIGH SCHOOL	687,575	675,000	(12,575)	-1.8%
SPECIAL EDUCATION	1,658,630	1,782,472	123,842	7.5%
ATHLETICS	412,000	380,848	(31,152)	-7.6%
CURRICULUM & INSTRUCTION	231,588	362,294	130,706	56.4%
SAFE SCHOOLS & STUDENT SERVICES	199,294	204,570	5,276	2.6%
SCHOOL BOARD OF DIRECTORS/INSURANCE	46,600	46,600	-	0.0%
LEGAL FEES	62,000	62,000	-	0.0%
AUDIT FEES	23,000	23,500	500	2.2%
TAX COLLECTION	270,500	261,100	(9,400)	-3.5%
SUPERINTENDENT OFFICE	121,978	117,978	(4,000)	-3.3%
BUSINESS OFFICE	177,564	64,250	(113,314)	-63.8%
MAINTENANCE	2,079,601	2,132,701	53,100	2.6%
TRANSPORTATION	1,087,958	1,105,846	17,888	1.6%
IU PAYMENT	51,959	52,149	190	0.4%
DEBT SERVICES	4,932,465	5,029,160	96,695	2.0%
BUDGETARY RESERVE	0	0	-	
TRANSFER TO CAP RESERVE FUND	1,000,000	0	(1,000,000)	
TOTAL EXPENDITURES	65,338,747	65,812,007	473,260	0.7%

**DERRY TOWNSHIP SCHOOL DISTRICT
PROPOSED PRELIMINARY BUDGET - REVENUE AND FUND BALANCE
2020-2021 SCHOOL YEAR**

	2019-2020 BUDGET	2020-2021 BUDGET	DOLLAR INC. (DEC.)	PERCENT INC. (DEC.)
REVENUE				
LOCAL	50,037,612	48,697,091	(1,340,521)	-2.68%
STATE	12,463,221	12,451,640	(11,581)	-0.09%
FEDERAL	1,040,000	1,088,500	48,500	4.66%
TRUST FUND TRANSFER	1,799,113	1,744,113	(55,000)	-3.06%
FEDERAL/STATE STIMULUS	0	478,356.00	478,356	
TOTAL REVENUE	65,339,946	64,459,700	(880,246)	-1.35%
TOTAL EXPENSES	65,338,747	65,812,007		
GAIN (DEFICIT)	1,199	(1,352,308)		
BEGINNING FUND BALANCE	8,528,745	8,442,920		
+REVENUES	65,339,946	64,459,700		
-EXPENDITURES	65,338,747	65,812,007		
FUND BALANCE INCREASE FROM PRIOR YEAR (2019-2020)		1,274,803		
ENDING FUND BALANCE - UNDESIGNATED	5,064,000	3,830,649		
ENDING FUND BALANCE - COMMITTED/NONSPENDABLE	3,378,920	3,259,963		
TOTAL FUND BALANCE	8,442,920	8,365,415		
UNDESIGNATED FUND BALANCE AS A % OF EXPENSE	7.8%	7.8%		

Ending Committed Fund Balance		
Committed Medical Insurance	500,000.00	2,000,000.00
Committed PSERS Stabalization	2,384,692.00	884,692.00
Committed Nonspendable Note Rec.	330,134.00	211,177.00
Committed Nonspendable Inventory	164,094.00	164,094.00
Total	3,378,920.00	3,259,963.00

**DERRY TOWNSHIP SCHOOL DISTRICT
CAPITAL RESERVE FUND SUMMARY
2019-2020**

DESCRIPTION	AMOUNT
Capital Reserve Starting 7/1/2019	\$ 6,803,149.00
2018-2019 UnBudgeted Transfer	\$ 850,000.00
Expended as of 2/29/2020	\$ (2,687,402.00)
Remaining projects costs	\$ (200,000.00)
2019-2020 Transfer	\$ 1,000,000.00
Safe Schools - HS, MS, District office, Maintenance only	\$ (2,600,000.00)
High School student drop off/pick up	\$ (800,000.00)
Proposed 2020-2021 Capital Projects	(1,290,647.00)
CAPITAL RESERVE FUNDS REMAINING 6/30/2021 - ESTIMATED	\$ 1,075,100.00

Community Correspondence Report – April 2020

During the month of April 2020, there were nine (9) submissions made via the district's online Community Feedback Form. They included:

- A request for IT assistance
- Six (6) submissions related to the district's COVID-19 response
- An inquiry about certificates of residency
- A question about student work permits



The *1ST* School Boards Association in the Nation—Celebrating our Longstanding History and Vision for the Future!
400 Bent Creek Blvd., Mechanicsburg, PA 17050-1873 (717) 506-2450 | (800) 932-0588 | www.psba.org

NATHAN G. MAINS
Chief Executive Officer

TO: Secretary, Board of School Directors
Executive Directors, Intermediate Units
Directors, Career and Technical Education Centers
Other PSBA Member Entities

FROM: Nathan G. Mains, Chief Executive Officer

SUBJECT: Appointment of Voting Delegates for the **PSBA Delegate Assembly**

DATE: April 30, 2020

The PSBA Delegate Assembly is our association-wide business meeting including platform and bylaws consideration, financial updates, and leadership election results. Delegate Assembly will occur on Saturday, November 7, 2020 at 9:00 am; which will be held at the Mountain View Middle School – Cumberland Valley S D, or via zoom. This is an opportunity to have a voice in these important aspects of your professional association!

The governing body of your school entity may appoint voting delegate(s) who will represent your entity and vote on your behalf.

Please make sure that the selection of voting delegates(s) is on the agenda of your board's next meeting. With everyone working remotely, the certification form can be completed by clicking on the link that is in the email.

Once completed, the form will need to be received at PSBA no later than Monday, August 31, 2020. PSBA will need to have certification for your delegate(s) to participate.

PSBA will be in contact with delegates in the months prior with information pertinent to the meeting in an effort to thoroughly prepare delegates for the Assembly. In October, PSBA will distribute the final materials necessary for your preparation and participation in the Assembly to the named delegate(s), the board president and the board secretary.



@PaSchool Boards



@paschoolboards



@Pennsylvania
School Boards
Association



@PSBA



@PSBAvideo

Responsibilities:

Voting delegates officially represent the entire entity in the following ways:

1. Receive reports from the PSBA president, chief executive officer, and treasurer
2. Receive the election results for PSBA leadership, including Governing Board officers, At-large Representatives and Sectional Advisors
3. Consider proposals recommended by the PSBA Platform Committee and adopt the legislative platform for the coming year
4. Consider and act upon any proposed changes to the PSBA Bylaws

Eligibility of Delegates:

Each PSBA-member entity is entitled to have at least one voting delegate at the meeting. Only school directors, school board secretaries and members and secretaries of the governing body of other PSBA member entities are eligible to serve as delegates. Assistant and recording secretaries, superintendents or other administrators are not eligible by virtue of such positions. The bylaws require that all entities sending voting delegates must have paid their current year dues to the association. Under the Association's bylaws appointment of delegate(s) permitted by district class are as follows:

- First Class school districts may appoint up to four delegates
- Second Class school district may appoint up to three delegates
- Third Class school districts may appoint up to two delegates
- Fourth Class districts, intermediate units, career and technical education centers and other PSBA member entities may appoint one delegate

No representative may be appointed by or represent more than one-member entity. For example, a delegate cannot represent or vote on behalf of both the board of a school district and the board of an intermediate unit.

Cost:

There is no registration fee to participate in the Delegate Assembly. An observation area will be open to any member who is not a voting delegate.

If you have any questions about the Delegate Assembly or appointment of delegates, please contact Sherri Houck at 717-590-5624 or via email at sherri.houck@psba.org



DELEGATE ASSEMBLY

PSBA 2020 DELEGATE ASSEMBLY

CERTIFICATION OF VOTING DELEGATES

This year's meeting of the Assembly will be held on Saturday, Nov. 7, 2020, at Mountain View Middle School - Cumberland Valley School District, or via Zoom.

Please reference the delegate certification document that will be sent directly to your email address for your district's class and the number of delegates.

Board Secretaries are requested to complete this form by August 31, 2020. Please contact Sherri Houck with any questions or concerns - Sherri.Houck@psba.org

Name of School District: *

Please check one: *

- ☐ Our district DOES NOT intend to appoint Voting Delegates
- ☐ I certify that the following school directors have been duly appointed as out voting delegates (No person may serve as the delegate of more than one school entity)

Board Secretary Confirmation and Validation

Please complete the following demographic information and sign off for the final submission.

Name of Board Secretary *

First Name

Last Name



Powered by Formstack Create your own form >

Phone Number *

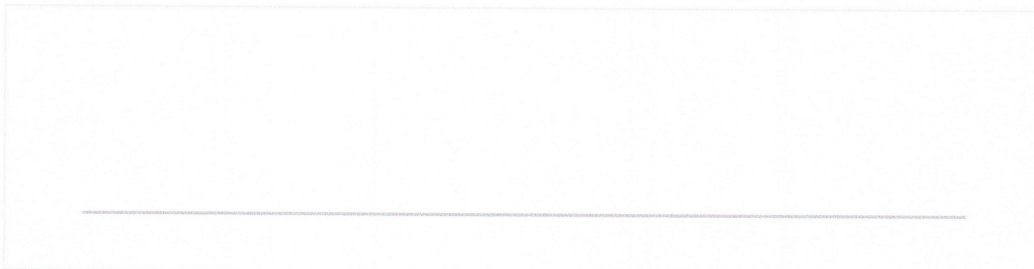
Date/Time *

Please click here to verify all of the information provided in this form is accurate and up to date to the best of your knowledge. *

☐ Click here

Signature *



Use your mouse or finger to draw your signature above

[\[clear\]](#)[Submit Form](#)



educational excellence through leadership, partnership, and innovation

AGREEMENT FOR AGENDA MANAGER® SERVICES

This Agreement for Agenda Manager® Services (hereinafter “Agreement”) is made this 11th day of March, 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”), an educational service agency with its principal place of business at P. O. Box 898, 30 East Granada Avenue, Hershey, PA 17033.

1. Scope of Work.

1.1 CAIU agrees to provide AgendaManager® services as follows:

Background: Client is seeking the use and support of an intuitive and user-friendly paperless meeting management solution. AgendaManager® is an online paperless meeting management solution that simplifies meeting management and information dissemination to participants. AgendaManager® provides for the immediate publishing and updates for agendas and other meeting materials via the Client’s Web browser and its Internet connection.

Services to be Provided: Access to the AgendaManager® web-based application shall be provided. Client shall have the ability to use its AgendaManager® account to create unlimited meetings, agendas, groups and users for up to 5 GB of data. Client’s AgendaManager® account data shall be hosted securely at the CAIU and shall include off-site backup of data.

Training and Implementation: CAIU shall provide implementation and training for the different types of AgendaManager® accounts. Implementation shall include a designated support staff person to assist the Client in its initial configuration of its AgendaManager® account. Training shall consist of up to three (3), one (1) to two (2) hour web-based training sessions targeted to Account Administrators, Group Administrators and Members. An additional half day group face-to-face training shall be conducted at the CAIU on an annual basis.

Agreement for Service

Page 2 of 9

User Support Services: CAIU shall provide ongoing support for Account Administrators and Group Administrators via a support helpdesk on CAIU regular work days from the hours of 7:00 am – 5:00 pm EST Monday - Friday. The support Helpdesk is reached via phone at 717.732.8403 or email to support@agendamanager.com. After hours emergency support is available for Account Administrators. This information shall be provided to Client during Implementation.

Hosting: The CAIU shall host AgendaManager® on its servers.

Backup: Barracuda Backup up to 5 GB (offsite) is included in the pricing structure. Refer to Paragraph 8 for backup overages.

Documentation on how to use the AgendaManager® features shall be provided in a Portable Document Format (PDF) and is included with the application.

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

2. Responsibilities of the Parties.

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

2.2 CAIU shall:

Perform the Scope of Work as indicated above.

2.3 Client shall:

Be responsible for maintenance of its account, including but not limited to: creating and deleting users, account security, groups, agendas, meetings and templates; and reporting issues to the CAIU support Helpdesk.

3. **Cost.** In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, **\$3,400** (thirty-four hundred dollars per year) in fulfillment of this

Agreement for Service

Page 3 of 9

Agreement. 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) 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.

5. **Term and Renewal.**

5.1 The term of this Agreement shall commence July 1, 2020, and shall terminate effective June 30, 2023.

5.2 This Agreement shall then automatically renew from year to year unless: (1) either party provides written notice of its intent to terminate within ninety (90) days of the termination effective date set forth above; or (2) either party provides notice of intent to terminate as outlined in Section 20 herein.

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: Rocky Brent

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8430

Fax: 717-732-8414

Email: rbrent@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:

Agreement for Service

Page 4 of 9

Client Contact

Name: Mike Frentz

Address: PO Box 898, Hershey, PA 17033

Phone: 717-524-2501

Fax: 717-533-4357

Email: mfrentz@hershey.k12.pa.us

7. Mutual Release from Liability.

7.1 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.

Agreement for Service

Page 5 of 9

9.2 The Client shall carry appropriate insurance coverage, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement. Under no circumstances shall CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance.

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

11. Work Product.

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

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

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

12. Confidentiality.

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

Agreement for Service

Page 6 of 9

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.

Agreement for Service

Page 7 of 9

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.

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.

Agreement for Service

Page 8 of 9

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 CAIU is able to offer additional training, beyond the Scope of Work, at the rate of \$800 for three (3) web-based training sessions or \$850 plus travel expenses outside of the CAIU footprint for a

Agreement for Service

Page 9 of 9

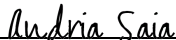
one (1) day onsite training. This additional training shall be provided only upon request and shall require an Addendum. Supplemental invoices shall be issued for this service.

25.2 Backup exceeding 5 GB shall incur an additional charge of \$50 per month for each 200 GB increment. At the end of the fiscal year, a final invoice may be sent dependent on fees incurred for overages in backup and/or disc space used.

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

DocuSigned by:



Authorized Signature

Andria B. Saia, Ed.D., JD

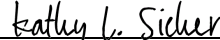
Printed Name

Executive Director

Title

DERRY TOWNSHIP SCHOOL DISTRICT

DocuSigned by:



Authorized Signature

Kathy Sicher

Printed Name

School Board President

Title

Rev. 4/3/2018