

Summary Board of Directors Meeting XIII Minutes - January 23, 2023	2
In-Person Attendance January 23, 2023	14
Virtual Attendance January 23, 2023	15
January Lyn-Sue Student Achievements_Redacted	16
January Chen Student Achievements_Redacted	19
Trip - Cheerleading, Orlando, FL	22
Club - Academic Decathlon	24
Cheyney Property Maintenance, Inc. Renewal	26
Ebersole Excavating Inc. Renewal	27
KIT Communications Renewal	28
Mixed Impressions Agreement - Mini-THON	32
River Valley Landscapes	33
Jan-2023-Revision DTSD Health and Safety Plan	35
Accelerated Budget Opt-Out Resolution	43
Care Solace Service Agreement - Derry Township School District	44

**Derry Township School District
Board of Directors Meeting
January 23, 2023
Summary Minutes - XIII**

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Mr. Singer at 7:05 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

Student Board Representatives in Attendance: Faizaan Aziz, Olivia Forester, and Disha Patel

Solicitor: William Zee

Staff/Public in Attendance In-Person: Phil Ayala, Sarah Karpel, Sheryl Pursel, Jason Reifsnnyder, Aaron Shuman, and Tawnjah White

Staff/Public in Attendance Virtually: Armaan Ahmad, Omaina Ali, Faryal Aziz, Lisa Balanda, Mark Balanda, Catherine Burys, Cait Clark, Michael Davies, Allyn Dawood, Rabia Dawood, Lauren Doliner, Fatima Elsaka, Katherine English, Kelly English, Humzah Farooq, Umar Farooq, Azeem Hafiz, Faisal Hafiz, Shazia Hafiz, Scott Harman, Colby Hollinger, Ibaad Khaleel, Melissa Kaminski, Maryam Kapur, Missy Kunder, Amina Mahmood, Ashley Mantheiy, Fatma Mohamed, Mena Morsy, Moiz Nasir, Munima Nasir, Rafay Nasir, Kim O'Connell, Jennifer Renz, Lindsey Schmidt, Todd Shaffer, Angie Shipper, Melissa Shultz, Bill Slone, Tim/Carol Smith, Marwa Soliman, Peggy Taylor, Ahmet Tekelioglu

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 Ms. Drew and a second by Mrs. Memmi, 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. Students of the Month Recognition

Minutes

Ms. Schmidt announced the students of the month after which, their video was viewed:

- Rachel Lyn-Sue
- Reginald Chen

2.b. Presentation: 2023-2024 Calendar

Minutes

Dr. Winslow shared some details regarding the 2023-2024 school calendar and then responded to questions from the board members.

2.c. President Communications

Minutes

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

- Informational Items
- Consultation with attorney or other professional adviser

The board members will go into Post Exec Session at the conclusion of the meeting

2.d. 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, last name, and address to be recognized. Once recognized or un-muted, please state your full name 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:

- Omaima Ali, Rafay Nasir, Shazia Hafiz, Mena Morsy, Armaan Ahmad, Azeem Hafiz - spoke to the school calendar and Muslim Holidays.

2.e. Standing Committee Meeting Report

Minutes

Mr. Rizzo gave a report on the General Services Meeting that met prior to this evening's meeting and discussed the following:

- Jim Caldwell from Rettew shared the following:
 - HS Retention Basin
 - Six sinkholes need repair
 - Preparing to put out for bid
 - Restoration of basin
 - Softball Field
 - 64 spaces
 - Save 2900 square feet to impervious
 - Committee approved a motion to move forward with next steps
 - Memorial field
 - 17 added spaces with added macadam
 - 1800 square feet impervious
 - Corrective swale to move water away from dugouts
 - Committee approved a motion to move forward with next steps
 - HS Traffic Study
 - Working through and looking at options to return with at a later date
- Mrs. Pursel shared that the Trane heating system failure will be covered by insurance - \$94,000 repair minus the \$5000 deductible
- Mr. Rizzo was re-elected as chair of the committee for another term

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

- Quarterly update on the Milton Hershey Trust Fund by the Fulton Financial advisors
 - The trust ended 2022 at \$45 million - currently down from its highest point but better than the set index of minus 14% actual was down 12.78%
 - Positive results 5 of the past 6 years while working with Fulton Financial
- Presentation from Lou Verdelli and Ryan Brockman of Raymond James Public Finance
 - Spoke to our bond options for the possibility of a new elementary building
 - The District has a triple A rating, only 5 districts in the state with this high of a rating, recertified our rating on December 6, 2022
 - Currently owe \$17.8 million and are on a rapid repay schedule ending in 2031
 - Suggested additional millage built in budget prior to build and putting funds into a capital project fund
 - Borrowing capacity currently sits at \$121 million
 - allow 60-90 days to complete the transaction
- Mrs. Pursel shared the following:
 - Audit update - should end close to the projection
 - Charter School update - with the enrolled number of students down, we will come in under the budgeted amount

2.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

Faizaan Aziz, Olivia Fosterer, and Disha Patel gave a report that included the following:

- Completed first week of marking period 2 last week, with a four day weekend for Martin Luther King Jr Day.
- The elementary school hosted a Community Fun Night on January 19th
- Hershey hosted all 3 DCMEA County Orchestra Concerts on Saturday, January 21st
- 12 students were selected to play in the LVC Honors Band with the concert being on Saturday January 21st.
- Cheer Team will compete at States on the 27th and possibility the second round on the 28th
- Cheer Nationals starting the 8th of February

- HHS Youth and Government will be attending their pre-legislative convention on Saturday February 4th
- 8th grade team Novastar participated in a community service project. Students assembled 500 craft kits to donate to Caitlin's Smiles.
- Senior scholarship zoom session hosted by the HHS Counseling Office was on January 18th
- Practical Assessment Exploration System lab open house on January 20th
- Kindergarten registration meeting will be on February 1st from 6:00-7:00 PM
- Science for All is hosting a virtual event on Wednesday, January 25th from 4:00-5:00 PM

2.g. 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 January 23, 2023 Board of Directors Summary Minutes
2. Trip/Excursion - HHS Music Department
3. JSTOR
4. Mixed Impressions DJ's - Winter Dance
5. Nature's Way Nursery
6. The New York Times
7. 2023-2024 Calendar

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

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

Vote Results

Yea: 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. Request for the Use of School Facilities

The Administration recommends the approval of the following Requests for the Use of School Facilities.:

Group: Katie Weaver Field Hockey Clinics
Saturday, June 10, 2023 - 7:30 a.m. - 2:00 p.m.
Sunday, June 11, 2023 - 7:30 a.m. - 11:00 a.m.
Date/Time: Saturday, July 15, 2023 - 7:30 a.m. - 2:00 p.m.
Sunday, July 16, 2023 - 7:30 a.m. - 11:00 a.m.
Requested Facility: 322 Turf Field
Event: Field Hockey Clinics
Fee: Custodian: \$44.09 per hour - approx. \$1,058.16
Total Fees: (Approx. \$1,058.16)

Group: Leader Center for Active Life
Date/Time: Tuesdays & Fridays - 9:00 a.m. - 12:00 p.m. January 1 - May 31, 2023
Requested Facility: Granada Gym
Event: Pickleball
Fee: None

4.c. Announcement of Staff Development Conference

Staff Member:	David Lillenstein
Conference:	National Conference for NASP
Location:	Denver, CO
Dates:	February 5 - 10, 2023
Staff Member:	Jason Pedersen
Conference:	National Conference for NASP
Location:	Denver, CO
Dates:	February 6 - 10, 2023

4.d. Approval of Field Trip/Excursion - Cheerleading

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

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

<i>Group:</i>	Hershey High School Cheerleading
<i>Number of Participating Students:</i>	16
<i>Grade Level:</i>	9-12
<i>Destination:</i>	Walt Disney World - Orlando, Florida
<i>Purpose:</i>	compete at the United Cheerleading Association High School Nationals Competition
<i>Departure:</i>	2/9/2023
<i>Return:</i>	2/16/2023
<i>Trip Leader:</i>	Kim West and Kaitlyn Fox

4.e. Approval of Student Club - Academic Decathlon

The Administration recommends the addition of the Academic Decathlon. No Limited-Service Contract is associated with this club. The club is requesting a Student Activity Account.

4.f. Cheyney Property Maintenance, Inc. Renewal

The Administration recommends the approval of the Cheyney Property Maintenance, Inc. Renewal.

4.g. Ebersole Excavating Inc. Renewal

The Administration recommends the approval of the Ebersole Excavating Renewal.

4.h. KIT Communications Renewal

The Administration recommends the approval of the KIT Communications Renewal.

4.i. Mixed Impressions DJs Agreement

The Administration recommends the approval of the Mixed Impressions DJs Agreement for Mini-THON.

4.j. River Valley Landscapes

The Administration recommends the approval of the River Valley Landscapes agreement.

5. NEW BUSINESS

5.a. Approval of Revised DTSD Health and Safety Plan

The Administration recommends the Board approve the Revised Derry Township School District Health and Safety Plan.

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi, the Revised Derry Township School District Health and Safety Plan 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.b. Accelerated Budget Opt-Out Resolution

The Administration recommends the Board approve the Resolution to limit the increase of real estate taxes for the 2023-2024 fiscal year to no more than the Act 1 index of 4.1%.

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi, the Resolution to limit the increase of real estate taxes for 2023-2024 fiscal year to no more than 4.1% 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.c. Care Solace Service Agreement

The Administration recommends the approval of the Care Solace Service Agreement.

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi, the Care Solace Service Agreement 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. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified:

Ricker, Christine
Administrative Assistant
Middle School
Administrative Office
Reason: Personal
Effective: 01/27/2023

Minutes

Following a motion by Dr. Koch and a second by Mrs. Memmi, the Personnel Resignations 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.e. Personnel - General

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

Professional:

Clark, Bryan (replacing Chelsea Mohn)
School Counselor
Middle School
Long-Term Substitute
Bachelor, Step 1
Salary: \$55,765 (pro-rated)
Effective: 01/24/2023 through the end of the 2022-23 school year

Classified:

Campbell, Kahea (replacing Casey Reale)
Custodian (2nd shift)
High School
Full-time, 8.0 hours per day
Salary: \$18.60 per hour
Effective: 01/24/2023

Toto, Justin (replacing Gary Petrewicz)
Bus Driver
Transportation
Level A, 5.25 hours per day
Salary: \$21.11 per hour
Effective: 01/24/2023

Transfer of Classified Staff:

Reale, Casey*
From: Custodian (2nd shift)
High School
To: Custodian (2nd shift)
Early Childhood Center
Full-time, 8.0 hours per day
Salary: \$18.60 per hour
Effective: 01/24/2023

Classified Staff Change in Hours:

Conkle, Josephine*
Food Service Worker
Elementary School
From: Level A, 4.0 hours per day
To: Level A, 5.5 hours per day
Salary: \$19.49 per hour
Effective: 01/09/2023 (retroactive)

Lucas-Rusinko, Christine*
Food Service Worker
Elementary School
From: Level A, 4.0 hours per day
To: Level A, 5.5 hours per day
Salary: \$17.20 per hour
Effective: 01/09/2023 (retroactive)

Limited Service Contract:

Brown, Grant

Marching Band Winter Indoor Percussion Assistant Instructor

Group I, Step 11

Salary: \$1,495

Effective: 01/24/2023

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

Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew, 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**7. SPECIAL REPORTS****7.a. Board Members' Report****Minutes**

A report was made by the following board members:

- Ms. Drew expressed thanks to the Hershey Elementary PTO for the charcuterie board gifts.
- Dr. Koch attended the Community Night last week and expressed her appreciation of the event and all the planning that went into it.

7.b. Superintendent's Report**Minutes**

Dr. Winslow gave a report that included the following:

- Recognized the School Board for School Board Appreciation Month
- There will be a change in practice of Recognition of Citizens - no longer state your address publicly when speaking but will be collected by other means
- Saturday was the DCEA Concert at the middle school and was phenomenal
- Head cook at ECC, Scott Harman, honored by receiving an award from the Hershey Lions Club
- PBIS Community Night had a great turn out
- Boys wrestling tonight won 49-20

7.c. Board President's Report

Minutes

Mr. Singer didn't have a report to share.

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

There were no citizens requesting recognition by the board.

9. ADJOURNMENT

Minutes

The meeting was adjourned to post Executive Session at 8:17 p.m. following a motion by Mrs. Memmi and seconded by Dr. Koch

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
February 13, 2023


Terence A. Singer
Board President

Derry Township School District
Board Meeting
January 23, 2023

Please Sign In AND Print Your Name

Signature
Printed Name

Sample Signature _____ Sample Name Printed _____

Signature _____ *Printed Name* _____

Rachel Lurie Rachel Lurie

Signature _____ Printed Name _____

ESTHER LYNN-SUE

Signature _____
Printed Name _____

 Printed Name

Signature _____ Printed Name _____

Myra Reynolds Cher

Signature _____ Printed Name _____

 Omama Ali

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

Signature	Printed Name
-----------	--------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

<i>Signature</i>	<i>Printed Name</i>
------------------	---------------------

Virtual Attendance January 26, 2023

Armaan Ahmad
Omaima Ali
Faryal Aziz
Lisa Balanda
Mark Balanda
Catherine Burys
Cait Clark
Michael Davies
Allyn Dawood
Rabia Dawood
Lauren Doliner
Fatima Elsaka
Katherine English
Kelly English
Humzah Farooq
Umar Farooq
Azeem Hafiz
Faisal Hafiz
Shazia Hafiz
Scott Harman
Colby Hollinger
Ibaad Khaleel
Melissa Kaminski
Maryam Kapur
Missy Kunder
Olivia Lewis
Amina Mahmood
Ashley Mantheiy
Fatma Mohamed
Mena Morsy
Moiz Nasir
Munima Nasir
Rafay Nasir
Kim O'Connell
Jennifer Renz
Lindsey Schmidt
Todd Shaffer
Angie Shipper
Melissa Shultz
Bill Slone
Tim/Carol Smith
Marwa Soliman
Peggy Taylor
Ahmet Tekelioglu

STUDENT OF THE MONTH - HERSHEY ROTARY CLUB - STUDENT ACHIEVEMENTS

Phonetic pronunciation of your name.

Student Name *

Rachel Lyn-Sue

Parents Names *

Esther and Jerome Lyn-Sue

Phone number *

Home mailing address

Current School Activities *

Please list current school activities.

Cross Country Team Captain, Track & Field, Math Honor Society President, Student Council Representative,
Science for All Club Website Manager, CARE Club Vice President

Honors and Awards *

Please list any honors or awards you've received.

PULSE STARS (2019, 2020)

Regional Brain Bee 2nd Place (2020, 2021)

Honors Civics Academic Achievement Award (2020)

Spanish III, IV, and V Academic Achievement Award (2020, 2021, 2022)

Honors Chemistry Academic Achievement Award (2021)

Advanced Computer Science Academic Achievement Award (2021)

Hugh O'Brien Leadership Award (2021)

Track & Field Most Improved Mid-Distance Award (2022)

American Chemical Society Outstanding High School Chemistry Student Award (2022)

Chemistry Olympiad National Qualifier (2022)

Hershey High School Trojan 10 Award (2022)

Advanced Calculus Class Achievement Award (2022)

AP Chemistry Academic Achievement Award (2022)

AP Language and Composition Academic Achievement Award (2022)

College Board National Recognition Program Award: African American Recognition Award (2022)

National Merit Scholarship Semifinalist (2022)

GPA (optional)**Current Service Activities and Achievements ***

Hershey Medical Center Hospital Elder Life Program (HELP)

Link Crew Leader

Hobbies *

Crocheting and reading

Senior Year Courses *

Concert Orchestra

AP Biology

AP Spanish Language & Culture

AP Statistics

AP Psychology

AP English Literature & Composition

APEX

Future Plans

Name of college / university you plan to attend?

University of Pennsylvania

Intended Major

Chemistry

Additional Information

This form was created inside of Derry Township School District.

Google Forms

STUDENT OF THE MONTH - HERSHEY ROTARY CLUB - STUDENT ACHIEVEMENTS

Phonetic pronunciation of your name.

https://www.youtube.com/watch?v=Zdj_NigxLo&t=1s

Student Name *

Reginald Chen

Parents Names *

Yanfang Guan, Guoli Chen

Phone number *

Home mailing address

Current School Activities *

Please list current school activities.

Link Crew, Science Olympiads, Youth and Government

Honors and Awards *

Please list any honors or awards you've received.

AP Scholar with Distinction; AIME Qualifier; 2nd Place, Bucknell Invitational Math Competition

GPA (optional)**Current Service Activities and Achievements ***

NHS,MHS, Summer Math Tutoring

Hobbies *

Gym, Cooking

Senior Year Courses *

AP Literature, AP Chemistry, AP Biology, Calculus III, Intro to Drawing

Future Plans

Name of college / university you plan to attend?

Intended Major

Mechanical/Biomedical Engineering

Additional Information

This form was created inside of Derry Township School District.

Google Forms

Derry Township School District



Request for Field Trip Form

Date Submitted: _____	
Name of Group, Class or Organization: <u>Hershey High School Cheerleading</u>	
Teacher(s) or Advisor(s): <u>Kim West (Head Coach) and Kaitlyn Fox (Assistant Coach)</u>	
Destination: <u>Walt Disney World, Orlando FL</u>	
Transportation Provider: <u>Allegiant</u>	
Date of Departure: <u>02/09/23</u>	Date of Return: <u>02/13/23</u>
Time of Departure: <u>8:00 PM</u>	Time of Return: <u>3:00 PM</u>
Does this trip need board approval (overnight fieldtrip)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Purpose of Trip: <u>To compete at United Cheerleading Association High School Nationals Competition</u>	
Number of Students Participating: <u>16</u>	Grade level(s): <u>9-12</u>
Curriculum Connections	
1. _____	
2. _____	
3. _____	

Names of All Staff Participating: (Check ☐ if a substitute teacher is required)

<input checked="" type="checkbox"/> <u>Kim West</u>	<input type="checkbox"/> _____
<input type="checkbox"/> <u>Kaitlyn Fox</u>	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

Name of Volunteer Chaperones: (Check ☐ if clearances have been approved – Verify with Human Resources)

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

Teacher(s) or Advisor(s) Signature: <u>[Signature]</u>	Date: <u>1/8/22</u>
--	---------------------

The Principal/Supervisor must have the emergency contact information and list of all participants prior to the date of the trip.

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
A	Transportation	\$ 412.00	16.00	\$ 6,592.00	\$ 412.00	2.00	\$ 824.00	\$ 7,416.00
B	Lodging	\$ 175.00	16.00	\$ 2,800.00	\$ 175.00	2.00	\$ 350.00	\$ 3,150.00
C	Meals	\$ 200.00	16.00	\$ 3,200.00	\$ 200.00	2.00	\$ 400.00	\$ 3,600.00
D	Registration/Entrance Fees	\$ 484.00	16.00	\$ 7,744.00	\$ 484.00	2.00	\$ 968.00	\$ 8,712.00
E	Staff Substitutes	(\$129 per substitute per day)						\$ 258.00
F	Other Expenses (List):							\$ 0.00
Total Trip Expense (Add Amounts for Lines A - F)								\$ 23,136.00

Field Trip Funding Sources		Fee	Qty.	Amount
G	Fees paid by Student/Family	\$ 1,096.00	16.00	\$ 17,536.00
H	Fees paid by Chaperone	\$ 1,096.00	2.00	\$ 2,192.00
I	PTO/Booster Club (specify) \$175 per girl and \$175 per coach			\$ 3,150.00
J	Activity Account (specify)			
K	Department Budget (specify) 10-3250-000-00-00-550-130			\$ 258.00
L	Other (specify)			
Total Trip Funding (Add Amounts for Lines G - L)				\$ 23,136.00

Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: KISS Fund and sponsorships/additional funding from Booster Club

Explanation if Funding Sources are less than Field Trip Costs: _____

Approval/Disapproval

Building/Supervisor's Principal:	Approved <u>X</u>	Disapproved _____
Assistant Superintendent for Curriculum & Instruction:	Approved <u>2</u>	Disapproved _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: 

Date Processed: 1/10/23

Superintendent's Signature: 

Date Processed: 1/12/23

Board Approval Date (if required): _____



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 Director

From: Lindsey Schmidt

Re: Proposal to add a club at Hershey High School

Date: December 20, 2022

On behalf of HHS students Sarah Anderson and Blaire Dellasega, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled Academic Decathlon. The enclosed proposal outlines and describes the purpose of the club.

- The club is supported by a faculty advisor, Derek Dietz.
- Based on the proposal, the club supports the vision of Hershey High School & DTSD.
- The group does have a desire to handle funds, so a corresponding “student activity account is requested.

With board approval, the Academic Decathlon would be required to function in compliance with the Board Policy #618 (Student Activity Funds) regarding the management of their funds.

- Participation in the Academic Decathlon would be open to all HHS students.
- This program does not entail a Limited Service Contract (LSC) and will therefore not include a stipend/payment to the sponsor.

Enclosures: Proposal for HHS Academic Decathlon

Student Club Proposal: Academic Decathlon

Academic Decathlon is a national club and competition which tests one's ability on ten categories: Art, economics, essay, interview, language and literature, mathematics, music, science, social science, and speech. These ten categories span a multitude of subjects in order to broaden perspectives and the educational experience of students. Additionally, these ten subjects are all related to a specific time period in history to create more focused material and intertwine the subjects with one another. At Hershey, this club will serve to introduce many subjects that students have never learned and will make our students smarter, more well-rounded individuals. Not only will the club foster study, testing skills, and critical thinking abilities, but will also help prepare students for interviews in the future, make public speaking more comfortable and confident, and aid in essay writing. Academic Decathlon will increase academic achievement in Hershey and create a team environment that is supportive and passionate.

Academic Decathlon is a team competition. Most importantly, it's a team competition that's not just for the "smart kids." There are three levels of competition that are based on the cumulative GPA of the student. The student will compete against other students in their respective GPA's. (Honor: 3.80 - 4.00 GPA. Scholastic: 3.20 - 3.799 GPA. Varsity: 0.00 - 3.199 GPA.) At the yearly regional competition, each team will have nine total students with three competing in each level. Smaller scrimmages allow more students to participate. Medals are then awarded throughout competition to the top three in each event. At the end of the competition, the scores are totaled between the schools, and the school with the highest combined overall score wins the competition. Academic Decathlon will challenge students of all academic levels and create a fair playing field for competitors.

While we would not start competing this school year due to competition having already started, we would take time after school to learn fundamental skills in the above topics in order to broaden our general knowledge of the subjects before beginning to compete in the 2023-2024 school year. The skills being taught this school year would cover a general basis of the topics and would remain constant every year. Even without competing, participating students will be able to gain an understanding of the numerous subjects taught in Academic Decathlon.

With the addition of Academic Decathlon at Hershey High School, students will have stronger study and critical thinking skills, a broader education, and better stress and time management. The club will also give opportunities to students with a lower GPA to have a competitive spot in academic competitions that they may not have felt comfortable in otherwise. By having students compete together from different academic backgrounds, they will be able to form new friendships they wouldn't have had otherwise. Academic Decathlon is an excellent addition to Hershey High School, and one that will help to foster a scholastic and welcoming environment in the school.

Funding: Funding will not be necessary for the 2022-2023 school year, but an activity fund will be necessary starting with the 2023-2024 school year. We hope to be able to request a budget for the 2024-2025 school year to provide bus transportation, team competition and registration fees, and access to the yearly curriculum to study for the competition.

Student estimate: 10-20

Eligibility: In order to compete, students must be full-time students. This means they are enrolled in four or more class periods per day. Each student may move up to a higher GPA division, but may not drop down to a lower one. If the school allows home-schooled students in other extracurricular activities, then home-schooled students will be allowed to compete if they live in Derry Township School District. Participation in the Academic Decathlon is voluntary and is open to all students regardless of race, creed, color, sex, sexual orientation, religion, national origin, disability, handicap, or academic ability.

Faculty member: Mr. Dietz

Signatures:

Derek Dietz

Sarah Anderson

Blaire Dellasega

Cheyney Property Maintenance Inc.
2024 S. Forge Rd.

PROPOSAL SUBMITTED TO:

NAME: Derry Township School District

ADDRESS: 30c E. Granada Ave.

P.O Box 898

CITY/STATE: PHONE: Hershey, Pa 17033

ACCEPTANCE OF WORK UPON COMPLETION.

SIGNATURE _____

DATE _____

CPM INITIALS _____

Project Outline: 2023

- Yearly mowing and weed trimming for grass locations
- Spring and Fall clean-ups
- Debris removal from all window wells at the end of leaf collection
- Mulching of all bed areas
- Weed control around building and alley ways
- Shrub trimming and flower pruning as needed.
- Tree trimming as needed
- Trash and debris cleaned weekly as needed.

Estimated Yearly Total- \$13,500- \$15,000

* Price could change in either direction pending the number of time we mow grass throughout the year, actual leaf collection labor time or any other unforeseen circumstances or projects that may arise.

Contract starts 1/1/2023- (1 year contract)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of the price above. Must receive signed contract prior to construction.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Respectfully submitted _____

DATE _____

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

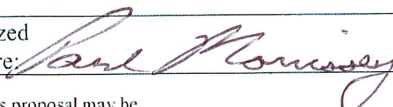
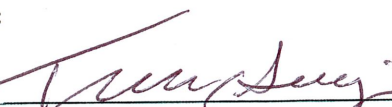
ACCEPTANCE OF PROPOSAL :

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payments will be made as outlined above. Signature _____ Date: January 23, 2023



P.O. BOX 418
HERSHEY, PA 17033
(717) 367-3597 FAX (717) 367-5692
EMAIL: ebersoleexcavating@comcast.net
REGISTRATION NUMBER PA035667

PROPOSAL SUBMITTED TO: Derry Township School District	PHONE 717-531-2243	DATE 9/13/22
STREET P.O. Box 898	EMAIL	
CITY, STATE, AND ZIP CODE Hershey, PA 17033	JOB LOCATION Granada	
<u>We hereby submit specifications and estimates for:</u> SNOW REMOVAL FOR 2022-2023 SEASON 4 WHEEL DRIVE BACKHOES & TRUCKS \$105.00 PER HR. PAYLOADER \$123.00 PER HR. CINDER TRUCKS \$115.00 PER HR. + MAT. TRUCKS TO HAUL SNOW AWAY \$100.00 PER HR. SNOW SHOVELING \$65.00 PER HR. SNOW BLOWER \$72.00 PER HR. ➤ NOTE – SALT PRICE ARE NOT YET AVAILABLE PLEASE SIGN & RETURN IF WE ARE TO BE RESPONSIBLE FOR SNOW REMOVAL		
<small>All Material is guaranteed to be as specified. All work to be completed in a workmanlike Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra Charge over and above the estimate. All agreements contingent upon strikes, accidents Or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.</small>	Authorized Signature: 	
	Note: This proposal may be Withdrawn by us if not accepted within: _____ days.	
Acceptance of Proposal- The above prices, specifications And conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above.		
Date of acceptance: January 23, 2023	Signature: 	



400 E Main St. Annville, PA 17003
(PH) 717-685-8100 (FX) 717-427-1712
Sales@KIT-Communications.com

Proposal

Derry Twp. School District

Proposal for:

Phil Ayala

Prepared by:

Lisa Webb

Proposal Date:

October 18, 2022

*Valid for 30 days
from proposal date*

Description

Exacq SSA 1-year Updates – Derry Township School District

Proposal #: 54960-SSA22



Derry Twp. School District
Proposal 54960-SSA22
54960-SSA22

400 E Main St. Annville, PA 17003 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

Quoted Scope of Work

KIT will supply the following Exacq SSA Licenses at Derry Township School District:

Exacq SSA renewals for MAC Address: AC-1F-6B-7B-D9-DE

Qty (1) SSA-ENT-C ENTERPRISE - Software update to the current ExacqVision version, per server

Qty (58) SSA-EVENIP-01 ENTERPRISE - Software updates per IP camera, per year.

New Expiration date would be 14 December 2023.

Price:

\$3,010.23

Plus sales tax as applicable



GENERAL CONDITIONS
KIT Network Cabling (the "Contractor")

1. LIMITED WARRANTY.

A. The Contractor warrants that the work shall be free from any defects in workmanship for a period of three hundred and sixty-five (365) days from the Completion Date. If the Customer fails to make payment when due under this Contract, then the warranty set forth in this paragraph will terminate and become null and void. All parts and materials furnished shall bear only the warranty, if any, of the manufacturer. The Contractor does not make any warranties, express or implied, with respect to the parts and materials.

B. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL AGREEMENT, GUARANTEE, PROMISE, REPRESENTATION OR WARRANTY SHALL BE BINDING. IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE CONTRACTOR HAS KNOWLEDGE THAT FAILURE TO PERFORM COULD CAUSE CONSEQUENTIAL ECONOMIC LOSSES. IN ANY EVENT CUMULATIVE DAMAGES FOR BREACH OF THIS CONTRACT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO THE CONTRACTOR UNDER THIS CONTRACT. THIS PARAGRAPH SHALL APPLY TO ALL ACTIONS RELATED TO THE GOODS AND SERVICES PROVIDED HEREUNDER, WHETHER BASED ON NEGLIGENCE, TORT, CONTRACT OR OTHER THEORIES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH ALLOCATES THE RISK OF PRODUCT FAILURE BETWEEN THE CONTRACTOR AND CUSTOMER AND THAT THIS ALLOCATION IS REFLECTED IN THE PRICE PAID. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

2. CHANGES IN THE WORK. All changes in the Work shall be authorized by a written Change Order signed by the Customer. All additional charges resulting from Change Orders shall be paid by the Customer in accord with the standard billing procedure.

3. CUSTOMER'S RESPONSIBILITIES. The Customer shall secure and pay for all necessary approvals, easements, assessments and charges required for the Work. The Customer will furnish all information required regarding the physical characteristics, legal limitations and utility locations for the site of the Work. The Customer is responsible for the security and protection of all completed Work and all equipment and materials which have been delivered to the site. The Customer shall secure and pay for all building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

4. INSURANCE. The Contractor shall purchase and maintain (a) worker's compensation insurance, and (b) insurance for claims for damages, other than to the Work itself, because of bodily injury or destruction of tangible property resulting from Contractor's negligence. The Customer shall be responsible for purchasing and maintaining the Customer's own liability insurance and at the Customer's option, may purchase and maintain such insurance as will protect the Customer against claims which may arise from operations under this Contract. The Customer shall purchase and maintain property insurance upon the entire Work at the site at the full insurable value thereof.

5. CONCEALED CONDITIONS. Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price Shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions. If the Contractor wishes to make a claim for an increase in the Contract Price, he shall give the Customer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. The notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Customer and the Contractor cannot agree on the amount of the adjustment in the Contract Price, it shall be determined by arbitration as provided hereafter. Any change in the Contract Price resulting from such claim shall be authorized by Change Order. The Customer shall indemnify the Contractor from any costs or liabilities arising out of damage to concealed utilities if the Customer has failed to inform the Contractor of the location of the concealed utilities.

6. COMMENCEMENT OF THE WORK AND DELAYS IN EXTENSION OF TIME. The contractor shall carry the Work forward expeditiously with adequate forces. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Customer or any employee or separate contractor employed by the Customer, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Customer, then the Contractor shall not be responsible for any substantial delay in completion of the Work. Estimates, if any, of Completion Dates set forth in this Contract are estimates only, it being understood that time is not of the essence.

7. FINAL COMPLETION AND FINAL PAYMENT. Upon notice by the Contractor, the Customer will promptly make an inspection of the Work and prepare a list of items, if any, to be completed or corrected. The Contractor shall diligently proceed to complete or correct such items as are required under this Contract. Upon final completion, the Customer will pay the Contractor the final payment of the Contract. The making of a final payment shall constitute a waiver of all claims by the Customer except those arising from: (a) unsettled liens; or (b) faulty or defective work which is subject to the warranty contained in this Contract.

8. ACCESS TO THE SITE OF THE WORK. The Customer shall provide the Contractor with access to the Work area including ingress and egress. It will be the responsibility of the Customer to provide Contractor with adequate access for heavy trucks and construction materials. The Contractor is hereby released from all claims and damages which may occur to any curbs, sidewalks, driveways, shrubs, trees and lawns, it being the responsibility of the Customer to provide the Contractor with adequate access.

9. COST OF COLLECTION – ATTORNEY FEES. In the event that Customer fails to make payment when due, interest at the rate of one and one – half percent (1-1/2%) per month shall be added to all invoices. In the event that Customer defaults under this Agreement by failure to make payment when due, the Customer agrees to indemnify and pay contractor's reasonable attorney fees and costs of collection.

10. MISCELLANEOUS. All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto and their successors and assigns. This Agreement shall be construed and enforced in accordance with Pennsylvania law. The Customer agrees to submit to the jurisdiction of the Court of Common Pleas in and for Lebanon County and the United States District Court for the Middle District of Pennsylvania as to any matter not covered by the arbitration provisions of paragraph 6 of this Agreement. This Agreement represents the entire understanding of the parties hereto, supersedes all other and prior discussions and agreements between the parties hereto and may not be modified or amended, except by a written document designating specifically the terms and provisions so modified and amended and signed by the parties hereto.



Derry Twp. School District
Proposal 54960-SSA22
54960-SSA22

400 E Main St. Annville, PA 17003 Sales@KIT-Communications.com Phone: 717-685-8100 Fax: 717-427-1712

Authorization to Proceed

Payment Terms: Net 30

Acceptance of Proposal **54960-SSA22** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Total Contract Price:

\$3,010.23

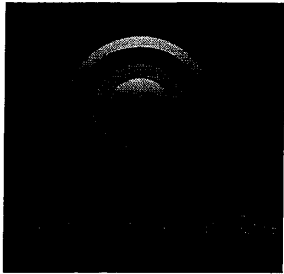
Date of Acceptance: January 23, 2023

Signature

A handwritten signature in dark ink, appearing to read 'T. Webb', is written over a horizontal line.

For acceptance of this proposal please forward a signed and dated copy of this form to:

Lisa Webb
KIT Communications
Desk: 717-507-1755
Email: Lwebb@kit-communications.com



Mixed Impressions DJs

390 Stony Battery Road
Landisville, PA 17538
(717) 892-1226
E-mail: midj4u@yahoo.com

• Proms • Special Events
• Homecomings • MC Services
• School Dances • Mini-Thons
• Junior High Dances

BOOKING CONTRACT

Agreement made on Wednesday, November 16, 2022 by and between
Mixed Impressions DJ's Entertainment and:

Elizabeth Blosky (5797359)

Hershey High School

PO Box 898 Homestead Road, Hershey, PA 17033

Home: 534-2501

1. Employment: We shall provide, and you shall hire the services of

Mixed Impressions DJ's Entertainment

for which we will provide the following services at your event as agreed upon. Said services are set forth herein:

Event Type: **Special Event** ----- Times: **10:00 AM** till **11:00 PM**

Event Date: **Friday, March 10, 2023** ----- Package: **Special \$400.00**

Event Location at: **Hershey High School in Hershey, PA**

2. Compensation: MIDJ will be paid for services rendered as follows:

\$400.00 minus **\$0.00** non-refundable deposit leaving a balance of: **\$400.00**

3. Event Details: **4 Diamonds Dance Marathon - No deposit required. Amount may be paid the night of the event.**

4. Mixed Impressions will be permitted to set up equipment at: **1:00 PM.**

5. Additional services will be performed at: **\$0.00** per hour. ----- Attire: **Polo Shirt (Staff)**

The undersigned has agreed to the total amount listed above, minus the deposit, (non-refundable) leaving the balance. Final payment is due no later than the day of the event. (**Gratuity is not included in price**) It is to be understood that Mixed Impressions has the right to substitute any member of staff and/or any piece of equipment. It is also understood that the area in which you wish our staff to set-up be prepared for us with a minimum of two 6- or 8- foot tables. MIDJ respectfully requests to have access to the facility at the time designated to set-up equipment; otherwise, we are not liable for not beginning the event on time. It is also understood that any photographs taken may be used in promotional materials which would include our website.

Gratuities paid to the DJ/Entertainer(s) are the sole property of those individuals.

Please sign and return one copy of the contract along with the deposit to the address above. Unless other arrangements have been made all contracts must include deposits or some form of payment with a signed copy of the contract. Further payments may be made at any time and mailed to MIDJs. If any discrepancies or additions to the contract, please contact MIDJs immediately. If a contract is not returned within the allocated time frame, Mixed Impressions DJs has the right to consider this contract null and void.

PLEASE RETURN CONTRACT WITHIN 20 DAYS OF DATE SENT.

Mixed Impressions DJ: Mark H. H. Date: 11/16/22

Authorized Signature: [Signature] Date: 1/23/23



LANDSCAPES - ORGANICS - RECREATION

Here to make a difference!

River Valley Landscapes
1178 Nursery Road
Wrightsville, PA 17368
Phone: (717) 252-1894
Fax: (717) 252-0700
License Number: #PA24645

Friday, November 11, 2022
Estimate# R1600

Derry Township School District
P. O. Box 898
30-C E. Granada
Hershey, PA 17033
(717) 534-2501 x3217

2022 Derry Township School District Gametime Parts Replacement

Playground Installation Services

Installation of owner supplied:

- (1) 158913 -- Punched Steel Platform
- (1) 141833 -- Painted Kick Plate
- (3) 141844 -- Punched Step 9 3/4"
- (1) 141834 -- Painted Kick Plate
- (1) 157941 -- Hdw Comp 10303

Pricing assumes direct bolt replacement and does not include custom fabrication or footer work.

Playground Installation Services Total: \$1,498.00

Grand Total: \$1,498.00

I/we Justin Allison Accepted.

Client Signature: _____

Date: January 23, 2023

This proposal is valid until December, 2022.

Payment Terms: Net 30 Days

NOTES:

- **ALL ORDERS MUST BE ACCOMPANIED BY A PURCHASE ORDER**
- Unless otherwise noted, sales tax has been excluded from the quote. A tax-exempt certificate will be required at the time of order.
- Pricing assumes project is not subject to prevailing wage
- Pricing assumes reasonable digging conditions. Additional charges may be incurred due to unforeseen circumstances such as buried rock, stumps, debris, etc.
- Disposal of trash generated during construction shall be removed by contractor.
- Location and identification of private utilities is the responsibility of the owner
- Permits, if required, are the responsibility of the owner.
- Please review all details of this quote. River Valley Recreation is not responsible for unreported errors.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above the client initials line.



ARP ESSER Health and Safety Plan Guidance & Template

Section 2001(i)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a *Safe Return to In-Person Instruction and Continuity of Services Plan*, hereinafter referred to as a *Health and Safety Plan*.

Based on ARP requirements, 90 percent of ARP ESSER funds will be distributed to school districts and charter schools based on their relative share of Title I-A funding in FY 2020-2021. **Given Federally required timelines, LEAs eligible to apply for and receive this portion of the ARP ESSER funding must submit a Health and Safety Plan that meets ARP Act requirements to the Pennsylvania Department of Education (PDE) by Friday, July 30, 2021, regardless of when the LEA submits its ARP ESSER application.**

Each LEA must create a Health and Safety Plan that addresses how it will maintain the health and safety of students, educators, and other staff, and which will serve as local guidelines for all instructional and non-instructional school activities during the period of the LEA's ARP ESSER grant. The Health and Safety Plan should be tailored to the unique needs of each LEA and its schools and must take into account public comment related to the development of, and subsequent revisions to, the Health and Safety Plan.

The ARP Act and U.S. Department of Education rules require Health and Safety plans include the following components:

1. How the LEA will, to the greatest extent practicable, implement prevention and mitigation policies in line with the most up-to-date guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning;
2. How the LEA will ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services;

3. How the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC:
 - a. Universal and correct wearing of [masks](#);
 - b. Modifying facilities to allow for [physical distancing](#) (e.g., use of cohorts/podding);
 - c. [Handwashing and respiratory etiquette](#);
 - d. [Cleaning](#) and maintaining healthy facilities, including improving [ventilation](#);
 - e. [Contact tracing](#) in combination with [isolation](#) and [quarantine](#), in collaboration with State and local health departments;
 - f. [Diagnostic](#) and screening testing;
 - g. Efforts to provide COVID-19 [vaccinations to school communities](#);
 - h. Appropriate accommodations for children with disabilities with respect to health and safety policies; and
 - i. Coordination with state and local health officials.

The LEA's Health and Safety Plan must be approved by its governing body and posted on the LEA's publicly available website by July 30, 2021.* The ARP Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Each LEA will upload in the eGrants system its updated Health and Safety Plan and webpage URL where the plan is located on the LEA's publicly available website.

The ARP Act requires LEAs to review their Health and Safety Plans at least every six months during the 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.

LEAs may use the template to revise their current Health and Safety Plans to meet ARP requirements and ensure all stakeholders are fully informed of the LEA's plan to safely resume

instructional and non-instructional school activities, including in-person learning, for the current school year. An LEA may use a different plan template or format provided it includes all the elements required by the ARP Act, as listed above.

* The July 30 deadline applies only to school districts and charter schools that received federal Title I-A funds in FY 2020-2021 and intend to apply for and receive ARP ESSER funding.

Additional Resources

LEAs are advised to review the following resources when developing their Health and Safety Plans:

- [CDC K-12 School Operational Strategy](#)
- [PDE Resources for School Communities During COVID-19](#)
- [PDE Roadmap for Education Leaders](#)
- [PDE Accelerated Learning Through an Integrated System of Support](#)
- [PA Department of Health - COVID-19 in Pennsylvania](#)

Health and Safety Plan Summary: **Derry Township School District**

Initial Effective Date: **July 26, 2021**

Date of Last Review: **January 10, 2023**

Date of Last Revision: **June 6, 2022**

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

Derry Township School District (DTSD) will continue to implement prevention strategies and recommendations provided by local, state and federal health officials and agencies. DTSD will review and discuss recommendations for schools for the 2022-23 school year from the PA Dept. of Health and other organizations, such as the CDC to provide in-person instruction safely through consistent use of prevention strategies. We will update our plan as needed and the Pandemic team will meet at a minimum every 6 months for plan review.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

The district has fully implemented asynchronous learning opportunities via SeeSaw and Canvas, regardless of student circumstances, academic instruction can continue. The district has implemented a K-12 social emotional initiative for both students and adults. Services such as Student Assistance Program, mobile therapy, social work, and school counseling can and will be provided via remote access (Zoom is the platform used by the district). Food services has and will continue to ensure students are able to receive meals either via pick-up or delivery.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of masks ;	<i>Masks are optional, but not required in all Derry Township School District buildings.</i> <i>It is possible that DTSD could return to a mask required learning environment should building/district transmission rates exceed</i>

ARP ESSER Requirement	Strategies, Policies, and Procedures
	<p>3.5% or if legal requirements regarding masking change.</p>
<p>b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);</p>	<p><i>If students will be using shared objects, hand sanitizer will be available prior to and after use.</i></p>
<p>c. Handwashing and respiratory etiquette;</p>	<p><i>Teachers and staff will teach and reinforce correct hand-washing procedures to all students. (Use of soap and water for at least 20 seconds).</i></p> <p><i>Staff and students will be encouraged to cover coughs and sneezes with a tissue. Used tissues will be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds. If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol will be provided to students and staff for use.</i></p> <p><i>Signs will be posted in highly visible locations (e.g., school entrances, restrooms, classrooms) that promote everyday protective measures and describe how to stop the spread of germs such as properly washing hands.</i></p>
<p>d. Cleaning and maintaining healthy facilities, including improving ventilation;</p>	<p><i>District staff will clean and disinfect frequently touched surfaces (e.g., playground equipment, door handles, sink handles, water bottle fillers) within the school and on school buses at least daily or between use as much as possible.</i></p> <p><i>If students will be using shared objects, hand sanitizer will be available prior to and after use.</i></p> <p><i>District vehicles (e.g., buses, maintenance trucks, mowers, vans) will be cleaned and disinfected regularly.</i></p> <p><i>The Director of Buildings and Grounds will develop a schedule in consultation with building principals and other directors for increased, routine cleaning and disinfection.</i></p> <p><i>The Director of Buildings and Grounds will ensure ventilation systems operate properly</i></p>

ARP ESSER Requirement	Strategies, Policies, and Procedures
	<p>and increase circulation of outdoor air as much as possible.</p>
<p>e. Contact tracing in combination with isolation and quarantine, in collaboration with the State and local health departments;</p>	<p><i>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.</i></p> <p><i>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. Students and staff can choose to participate in “test to return” by testing negative on day 5 or later.</i></p> <p><i>Contact tracing will not occur during any period of optional masking.</i></p>
<p>f. Diagnostic and screening testing;</p>	<p><i>If available, when universal masking is in place, the district will provide rapid antigen testing for students and staff who arrive at school and experience symptoms; and for staff or students identified as close contacts wishing to have a negative test to return to school. NO STUDENTS WILL BE TESTED WITHOUT SIGNED PARENTAL CONSENT.</i></p> <p><i>If universal masking is not in place, and tests are available, the district will provide rapid antigen testing for students and staff who are experiencing symptoms. Additionally, the district will provide the opportunity for “test to return” for any staff or students who test positive and wish to return at day 5 or later. NO STUDENTS WILL BE TESTED WITHOUT SIGNED PARENTAL CONSENT.</i></p>
<p>g. Efforts to provide vaccinations to school communities;</p>	<p><i>The District will sponsor on-site COVID-19 vaccination clinics for staff when feasible.</i></p> <p><i>The District will sponsor influenza vaccination education to reduce the risk of influenza.</i></p> <p><i>Vaccinations are and unless changed by law, will remain, optional.</i></p>
<p>h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and</p>	<p><i>Students who need accommodations will work with IEP and 504 teams to determine appropriate programming.</i></p>

ARP ESSER Requirement	Strategies, Policies, and Procedures
i. Coordination with state and local health officials.	<i>The district's pandemic coordinator or designee will continue to follow state guidance for reporting.</i>
	<i>The district will follow the recommendations of local and state health officials to determine when students can discontinue home isolation.</i>

***NOTE:** All elements of this plan are subject to change based upon changing conditions and guidance from the CDC, DOH, and PDE. The Pandemic Team will review the Health & Safety plan as a minimum of every 6 months as required by federal mandate.

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for **Derry Township School District** reviewed and approved the Health and Safety Plan on **January 23, 2023**.

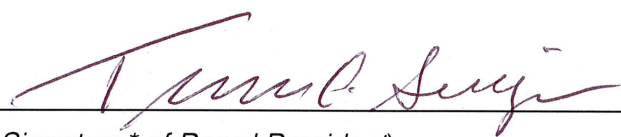
The plan was approved by a vote of:

8 Yes

0 No

Affirmed on: **January 23, 2023**

By:


(Signature* of Board President)

Terence A. Singer

(Print Name of Board President)

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

DERRY TOWNSHIP SCHOOL DISTRICT

Accelerated Budget Opt Out Resolution Certifying Tax Rate Within Inflation Index (and No Need to Comply with Act 1 Accelerated Budget Procedures) 2023-2024 School Year

Background. Act 1 § 311(a), 53 P.S. § 6926.311(a), requires an accelerated budget adoption timeline and procedure unless a school district, no later than 110 days before the primary election, adopts a resolution containing the certifications incorporated in this resolution. The deadline this year is January 26, 2023. After adoption of a resolution containing such certifications, § 311(d) authorizes a school district to comply with pre-Act 1 budget adoption rules as set forth in School Code § 687, 24 P.S. § 6-687. The School Board has reviewed the school district preliminary budget or has other information sufficient to make a determination that the budget for the next fiscal year can be funded based on maintaining current tax rates or increasing taxes by an amount less than or equal to the Act 1 index. In lieu of the Act 1 budget adoption timeline and procedure, the School Board wishes to make the required certifications and comply with pre-Act 1 budget adoption rules.

RESOLVED, that the Board of School Directors of Derry Township School District, makes the following unconditional certifications:

1. The school district's various tax levies and other revenue sources will be sufficient to balance the school district final budget for the next fiscal year (2023-24) based on maintaining current tax rates or increasing tax rates by an amount less than or equal to the Act 1 index applicable to the school district as calculated by the Pennsylvania Department of Education. This conclusion is based on the school district preliminary budget or other information available to the School Board.
2. The applicable index for the next fiscal year is 4.1%, and the School Board will not for the next fiscal year increase the rate of its real estate tax, or any other tax for the support of public education, by an amount that exceeds the applicable index.
3. The School Board has to date and in the future will comply with the rules set forth in School Code § 687 for adoption of the school district proposed and final budgets for the next fiscal year.
4. The School Board understands that the school district will not be eligible to use Act 1 referendum exceptions for the next fiscal year.

ADOPTED by the School Board January 23, 2023.

Michelle Agee, Secretary

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 3rd of January, 2023 between Derry Township School District, a PA public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in February 2023. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the “**Warm Handoff®**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance.

The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of Jan 3, 2023 (hereinafter the “Effective Date”).

10. The initial term of this Agreement (hereinafter the “Introductory Term”) will begin on February 1, 2023 and continue through June 30, 2023. This Agreement will automatically renew for a full one-year term (hereinafter, “First Annual Term”) on July 1, 2023, following the Introductory Term. This Agreement may then be renewed for up to three additional one-year terms following the First Annual Term (hereinafter the “Renewal Terms”), after which time a new Agreement must be executed. The maximum term of this Agreement is five years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Introductory Term, February 1, 2023 to June 30, 2023, School District will pay \$5,453 to Care Solace upon execution of this Agreement.

11.2. For the First Annual Term July 1, 2023 thru June 30, 2024 on or around the renewal date, School District will pay \$13,088 to Care Solace (based on a student enrollment of 3,272 to be confirmed by School District).

11.3. In the event that School District wishes to renew this Agreement for any Renewal Term beyond June 30, 2024, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal on a price-per-student basis and then-current enrollment figures.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the First Annual Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter “**COPPA**”), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “**FERPA**”).

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of “education records,” as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii)

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i)

is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 **Additional Insured.** Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 43-50, *infra* (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “Mediation Service”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service’s panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed at this link: [https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf](https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf)

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Delaware , subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third- party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 43-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Dauphin County, PA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Derry Township School District
30 E Granada Ave Ste 200
Hershey, PA 17033
Attention: Dr. Stacy Winslow
Superintendent
Email: swinslow@hershey.k12.pa.us

If to Care Solace:

Care Solace, Inc.
1624 Market St. Ste 226
PMB 94660
Denver, CO 80202-1559
Attention: Peter C. Biberstein
Email: peter.biberstein@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the dispute resolution resolution provisions set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 43-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no

representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc.
("Provider")

Printed Full Name: Peter Biberstein

Title: General Counsel & VP of Business Affairs; Admitted in CO, DC, MD & VA

Signature:  _____

Derry Township School District ("Client")

Printed Full Name: Terence A. Singer

Title: President

Signature:  _____

Accounts Payable Information:

School District Dept: Business Office

Accounts Payable contact:


Name: Sheryl Pursel


Email: spursel@hershey.k12.pa.us

Phone: (717) 534-2501

Signature Certificate

Reference number: 2JQKB-KOTEU-NABJS-YYNQW

Signer	Timestamp	Signature
Terence Singer Email: tsinger@hershey.k12.pa.us Sent: 24 Jan 2023 19:41:00 UTC Viewed: 24 Jan 2023 21:44:51 UTC Signed: 24 Jan 2023 23:53:26 UTC		
Recipient Verification: ✓Email verified	24 Jan 2023 21:44:51 UTC	IP address: 71.173.159.12 Location: Hummelstown, United States

Peter Biberstein Email: peter.biberstein@caresolace.org Sent: 24 Jan 2023 19:41:00 UTC Viewed: 24 Jan 2023 19:38:42 UTC Signed: 26 Jan 2023 01:48:40 UTC		
Recipient Verification: ✓Email verified	24 Jan 2023 19:38:42 UTC	IP address: 184.96.229.254 Location: Broomfield, United States

Document completed by all parties on:
26 Jan 2023 01:48:40 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

