

Summary Board of Directors Meeting II Minutes - August 14, 2023	2
In-Person Attendance	19
Virtual Attendance	20
New DTSD Website Presentation SB	21
CAIU Auvik Licenses	40
Cleveland Brothers Agreement	41
DocuSign Agreement	47
Moritz Consulting - presenter agreement	50
Pinnacle Health Medical Services - Physician of Record Agreement	52
R.L.Clarke Enterprises Agreement	54
Swift Education Systems Agreement	57
PSBA Delegate Insiders Update 8-14-23	62

**Derry Township School District  
Board of Directors Meeting  
August 14, 2023  
Summary Minutes - II**

---

**1. OPENING ITEMS**

**1.a. Call to Order**

**Minutes**

The meeting was called to order by Mr. Singer at 7:00 p.m. The meeting was conducted both in-person and virtually.

**1.b. Roll Call**

**Minutes**

**Members in Attendance:** Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Ericka Schmidt, Kathy Sicher, and Terry Singer

**Members Absent:** Mike Rizzo

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

**Solicitor:** William Zee

**Staff/Public in Attendance In-Person:** Phil Ayala, Sarah Karpel, Sheryl Pursel, Jason Reifsnnyder, Jennifer Renz, Aaron Shuman, and Lee Vasiliades

**Staff/Public in Attendance Virtually:** Mark Anderson, Lisa Balanda, Mark Balanda, Catherine Burys, Dr. Marilyn Carter, Michael Davies, Julie DeDonatis, Lauren Doliner, Kat English, Kelly English, Colby Hollinger, Melissa Kaminski, Missy Kunder, Ashley Mantheiy, Andrea Mitchell, Jennifer Renz, Honesta Romberger, Suzanne Sedlacsik, Todd Shaffer, Angie Shipper

**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. Sicher, the board agenda for this evening's meeting was approved.

**Vote Results**

---

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

## **2. INFORMATIONAL AND PROPOSALS**

### **2.a. Presentation: Website Design**

#### **Minutes**

Ms. Karpel shared highlights of the new Website.

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

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Citizens wishing to speak, if in person, should complete and turn in a registration form. When your name is announced, come to the microphone. If online, you must have registered individually with your full name, and address, to be recognized. Raise your virtual hand for recognition. Once recognized or un-muted, it is only necessary that you identify yourself by providing your full name.

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**

There were no citizens requesting recognition by the board.

### **2.c. Community Correspondence Report**

#### **Minutes**

Ms. Karpel reported that there was a total of 7 submissions during the month of July.



## 2.d. Standing Committee Meeting Report

### Minutes

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

- Review of Board Relations with an amended Board Operating Guideline going to the full board for a 30 day review approval.
- Reviewed with no changes to the Board Communications or Attendance at Meetings via Electronic Communications Policies.

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

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

1. Approval of August 14, 2023 Board of Directors Summary Minutes
2. Marching Band Trip

## 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 Dr. Koch and a second by Ms. Drew the Consent Agenda items were approved.

### Vote Results

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

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

## 4.b. Requests for the Use of School Facilities

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

**Group:** Harrisburg Area YMCA

**Date/Time:** Monday, August 21, 2023 through Friday, May 31, 2024  
(or last day of school)



Monday through Friday, 7:00 a.m. - 8:40 a.m. & 3:30 p.m. - 6:00 p.m.

*Requested Facility:* Elementary School Cafeteria, Gym, Rest Rooms  
(may need to share gym w/ Sr. Men's Basketball or HYBA on various evenings)

*Event:* Before & After School Child Care Program

*Fee:* None

***Group:* Special Olympics PA**

*Date/Time:* Saturday, September 16, 2023 3:00.m. - 7:00 p/m/ (set up)  
Sunday, September 17, 2023 6:00 am. - 6:00 p.m.

*Requested Facility:* Middle School: Gym, Upper Grass Football Field A, & Restrooms  
High School: Gym, Locker Rooms, Auditorium, Cafeteria w/Kitchen, Weight Room, LGI, Athletic/Auditorium Lobby, Restrooms, Sidewalks  
Between Front Two Entrances of HS, & Parking Lots

*Event:* Fall Sports Classic

*Fee:* Auditorium Rental: \$80.00 per hour (Approximately \$800.00)  
Auditorium Manager: per HEA Contract Rate  
Gym Rental: two at \$80.00 per hour (Approximately \$1600.00)  
Cafeteria w/Kitchen: \$80.00 per hour (Approximately \$800.00)  
Cafeteria Personnel: per HESPA Contract Rate  
LGI: \$35.00 per hour (Approximately \$350.00)  
Weight Room: \$45.00 per hour (Approximately \$450.00)  
Custodian: two - per HESPA Contract Rate  
**Total Facility Fees: Approximately \$4000.00**  
**Total Fees Waived: Approximately \$4000.00**  
**Total Does Not include fees for auditorium manager, cafeteria personnel & custodians (2).**  
**Requesting Waiver of Facility Fees - attached letter**

#### 4.c. Announcement of Staff Development Conferences

<b>Staff Member:</b>	<b>Cara Garner</b>
<i>Conference:</i>	PLC At Work
<i>Location:</i>	San Antonio, Texas
<i>Dates:</i>	November 6 - 8, 2023
<b>Staff Member:</b>	<b>Megan Miller</b>
<i>Conference:</i>	PLC At Work
<i>Location:</i>	San Antonio, Texas
<i>Dates:</i>	November 6 - 8, 2023
<b>Staff Member:</b>	<b>Leanne Shoemaker</b>
<i>Conference:</i>	PLC At Work
<i>Location:</i>	San Antonio, Texas
<i>Dates:</i>	November 6 - 8, 2023
<b>Staff Member:</b>	<b>Casey Willis</b>
<i>Conference:</i>	PLC At Work
<i>Location:</i>	San Antonio, Texas
<i>Dates:</i>	November 6 - 8, 2023

#### 4.d. CAIU Auvik Licenses

The Administration recommends the approval of the CAIU Auvik Licenses for comprehensive network monitoring and management platform designed to simplify and optimize network operations.

#### 4.e. Cleveland Brothers Agreement

The Administration recommends the approval of the Cleveland Brothers Agreement to perform backup generator inspections and preventative maintenance district wide.

#### 4.f. DocuSign Agreement

The Administration recommends the approval of the DocuSign Agreement as the fast, reliable way to electronically sign documents and agreements on practically any device from almost anywhere in the world.

**4.g. Approval of Presenter Contract - Moritz Consulting**

The Administration recommends the Board approve the listed presenter contract:

<i>Service Provider</i>	<i>Date</i>
Moritz Consulting	October 9, 2023

**4.h. Pinnacle Health Medical Services - Physician of Record Agreement**

The Administration recommends the approval of the Pinnacle Health Medical Services - Physician of Record Agreement with Dr. Dhawan providing physician services for the 2023-24 school year.

**4.i. R. L. Clarke Enterprises Agreement**

The Administration recommends the approval of the R. L. Clarke Enterprises Agreement to provide monthly water treatment services for all district buildings for the 2023-24 school year.

**4.j. Swift Education Systems Agreement**

The Administration recommends the approval of the Swift Education Systems Agreement to provide software licenses on 30 computers for students taking AP World Language courses in the high school.

**4.k. HCC Life Insurance Renewal - Retroactive**

The Administration recommends the retroactive approval of the HCC Life Insurance Renewal, as part of Pareto Captive Services, this agreement provides Stop Loss Coverage at a annual specific deductible per individual.

**4.l. Vista Adult Services Addendum - Retroactive**

The Administration recommends the retroactive approval of the Vista Adult Services for a student transitioning from instruction conducted in the home to school based.

**4.m. Vista Adult Services Addendum, - Retroactive**

The Administration recommends the retroactive approval of the Vista Adult Services Addendum to provide Extended School Year Services for one student as set for in the IEPs. This is in addition to the agreement signed on August 31, 2022.

**5. NEW BUSINESS**

**5.a. Personnel - Resignations**

The Administration recommends the approval of the following resignations:

**Act 93:**



**Anderson, Mark**  
Director of Buildings and Grounds  
Buildings and Grounds  
Reason: Personal  
Effective: 08/04/2023 (retroactive)

**Fuentes-Gillespie, Jacqueline**  
10-month Assistant Principal  
Middle School  
Reason: Personal  
Effective: No later than 09/26/2023

**Professional:**

**Bucher, Summer**  
Health and Physical Education Teacher  
Long-Term Substitute  
Elementary School  
Reason: Personal  
Effective: 08/10/2023 (retroactive)

**Doyle, Lauren**  
School Counselor  
High School  
Reason: Personal  
Effective: No later than 09/22/2023

**O'Brien, Sarah**  
Instructional Coach  
Middle School  
Reason: Personal  
Effective: No later than 9/26/2023

**Classified:**

**Albert, Rebecca**  
Paraprofessional (Self-Contained Classroom)  
Early Childhood Center  
Reason: Personal  
Effective: 07/31/2023 (retroactive)

**Baskerville, Claude**  
Bus Driver  
Transportation  
Reason: Personal  
Effective: 08/03/2023 (retroactive)

**Baylor, Terry**  
Custodian (2nd shift)  
Middle School  
Reason: Retirement  
Effective: 12/31/2023

**Cekovic, Brianna**  
Paraprofessional  
Primary Elementary School  
Reason: Personal  
Effective: 07/29/2023 (retroactive)

**Logan, Heather**  
Cafeteria/Recess Aide  
Elementary School  
Reason: Personal  
Effective: 08/21/2023 (retroactive)

**Martinez, Luis**  
Cafeteria/Recess Aide (secondary classification)  
Early Childhood Center  
Reason: Personal  
Effective: 08/10/2023 (retroactive)

**Szekeres, Kimberly**  
Paraprofessional (Self-Contained Classroom)  
Middle School  
Reason: Personal  
Effective: 07/30/2023 (retroactive)

**Limited Service Contract:**

**Bangert, Eric**  
Assistant Coach - M.S. - Football  
Reason: Personal  
Effective: 08/15/2023

**Doyle, Lauren**  
Hershey Community Youth Alliance  
Reason: Personal  
Effective: 08/01/2023 (retroactive)

**Doyle, Lauren**  
Mentor (Year 1) for Zachary Weaver, School Counselor  
Reason: Personal  
Effective: 08/09/2023 (retroactive)

**Doyle, Lauren**

PSAT Test Administration Coordinator

Reason: Personal

Effective: 08/01/2023 (retroactive)

**Moyer, Kaitlyn**

PA Jr. Academy of Science - M.S.

Reason: Personal

Effective: 07/27/2023 (retroactive)

**O'Brien, Sarah**

Department Coordinator - Eng/Lang Arts - H.S.

Reason: Personal

Effective: 07/28/2023 (retroactive)

**Swords, Brandon**

Head Coach - M.S. - Football

Reason: Personal

Effective: 08/15/2023

**Minutes**

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Personnel Resignations were approved.

**Vote Results**

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

**5.b. Personnel - General**

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

**Professional:****Crocker, Rachel** (replacing Jessica Zentner)

Kindergarten Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$57,276.73 (pro-rated)

Effective: 08/07/2023 (retroactive) through the end of the 2023-24 school year



**Hoffman, Tesa\***

From: Speech & Language Pathologist  
Primary Elementary School  
Temporary Professional  
To: Speech & Language Pathologist  
Primary Elementary School  
**Correction:** Professional  
Masters, Step 2  
Salary: \$60,088.73  
Effective: 08/15/2023

**Jeppson, Carmen** (replacing Samantha Grey)

Gifted Teacher  
High School  
Long-Term Substitute  
Bachelors, Step 1  
Salary: \$57,276.73 (pro-rated)  
Effective: 08/14/2023 (retroactive) through the end of the 2023-24  
school year

**Sedlacsik, Suzanne** (replacing Elizabeth Leddy)

Special Education Teacher  
Middle School  
Professional  
Masters, Step 17  
Salary: \$84,256.73 (pro-rated)  
Effective: To Be Determined (pending receipt of Act 168s, and Act 114)

**Transfer of Professional Staff:**

**Bogash, Kristen\*** (Building Transfer)

From: Special Education Teacher  
Primary Elementary School  
To: Special Education Teacher  
Intermediate Elementary School  
Effective: 08/14/2023 (retroactive)

**Marron, Jennifer\*** (Building Transfer)

From: Speech and Language Pathologist  
Primary Elementary School  
To: Speech and Language Pathologist  
Middle School  
Effective: 08/14/2023 (retroactive)

**Classified:**

**Emery, Marsha** (replacing Anita Phillips)  
Cafeteria/Recess Aide  
Early Childhood Center  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
Effective: 08/15/2023

**Shenk, Alicia\***  
Substitute Cafeteria/Recess Aide  
District-wide  
Secondary Classification  
Salary: \$13.94 per hour  
Effective: 08/15/2023

**Change in Hours for Classified Staff:**

**Lucas-Rusinko, Christine\***  
Food Service Worker  
Early Childhood Center  
From: Level A, 4.0 hours per day  
To: Level A, 5.5 hours per day  
Salary: \$17.64 per hour  
Effective: 08/15/2023

**Yount, Bonnie\***  
Food Service Worker  
Elementary School  
From: Level A, 4.0 hours per day  
To: Level A, 5.5 hours per day  
Salary: \$17.64 per hour  
Effective: 08/15/2023

**Transfer of Classified Staff:**

**Delia, Richard\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Elementary School  
To: Cafeteria/Recess Aide  
Primary Elementary School  
Level A, 3.0 hours per day  
Salary: \$20.00 per hour  
Effective: 08/14/2023 (retroactive)

**Gilmore, Janette\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Intermediate Elementary School

To: Cafeteria/Recess Aide  
Early Childhood Center  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
Effective: 08/14/2023 (retroactive)

**Lagman, Larry\*** (replacing Brianna Cekovic)  
From: Cafeteria/Recess Aide  
Primary Elementary School  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
To: Paraprofessional  
Primary Elementary School  
Level A, 5.75 hours per day  
Salary: \$18.82 per hour  
Effective: 08/15/2023

**Phillips, Anita\*** (replacing Carrie Marcheskie)  
From: Paraprofessional  
Primary Elementary School  
Level A, 5.75 hours per day  
To: Paraprofessional (Self-Contained Classroom)  
Middle School  
Level B, 6.5 hours per day  
Salary: \$18.82 per hour  
Effective: 08/15/2023

**Steigerwald, Rachel\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Intermediate Elementary School  
To: Cafeteria/Recess Aide  
Early Childhood Center  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
Effective: 08/14/2023 (retroactive)

**Stine, Cheryl\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Early Childhood Center  
To: Cafeteria/Recess Aide  
Primary Elementary School  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
Effective: 08/14/2023 (retroactive)



**Tobias, Joy\*** (replacing Jill Bandy)  
From: Substitute Administrative Assistant  
District-wide  
To: 10-Month Administrative Assistant  
Middle School  
Level C, 7.5 hours per day  
Salary: \$22.73 per hour  
Effective: 08/15/2023

**Wulffleff, Breyaunna\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Early Childhood Center  
To: Cafeteria/Recess Aide  
Primary Elementary School  
Level A, 3.0 hours per day  
Salary: \$17.64 per hour  
Effective: 08/14/2023 (retroactive)

**Yi, Yan Fen\*** (Building Transfer)  
From: Cafeteria/Recess Aide  
Elementary School  
To: Cafeteria/Recess Aide  
Early Childhood Center  
Level A, 3.0 hours per day  
Salary: \$18.64 per hour  
Effective: 08/14/2023 (retroactive)

**Zipp, April\***  
From: Bus Driver  
Transportation  
Level A, 5.25 hours per day  
Salary: \$21.66 per hour  
To: Substitute Bus Driver  
Transportation  
Salary: \$20.17 per hour  
Effective: 08/15/2023

**Limited Service Contract:**

**Bangert, Eric\***  
Assistant Coach - H.S. - Football  
Group D, Step 15  
Salary: \$6,106  
Effective: 08/15/2023

**Bean, Jaime\***

Yearbook Advisor - H.S. (1/3 LSC)

Group E, Step 1

Salary: \$872.33

Effective: 08/15/2023

**Bean, Jaime\***

Yearbook Business Manager - H.S. (1/3 LCS)

Group H, Step 1

Salary: \$436

Effective: 08/15/2023

**Bodek, Caitlin\***

Mentor (Year 1) for Heidi Swanson, School Counselor - LTS (1/2 LSC)

Salary: \$750

Effective: 08/15/2023

**Breiner, Monica\***

Yearbook Advisor - H.S. (1/3 LSC)

Group E, Step 1

Salary: \$872.33

Effective: 08/15/2023

**Breiner, Monica\***

Yearbook Business Manager (1/3 LSC)

Group H, Step 1

Salary: \$436

Effective: 08/15/2023

**Dininni-Parker, Caitlin\***

Yearbook Advisor - H.S. (1/3 LSC)

Group E, Step 1

Salary: \$872.33

Effective: 08/15/2023

**Dininni-Parker, Caitlin\***

Yearbook Business Manager - H.S. (1/3 LSC)

Group H, Step 1

Salary: \$436

Effective: 08/15/2023

**Ferster, Aaron**

Marching Band Rehearsal Staff #1

Group I, Step 5

Salary: \$1,121

Effective: 08/15/2023

**Gergenti, Allison\***

Mentor (Year 1) for Zachary Weaver, School Counselor

Salary: \$1,500

Effective: 08/15/2023

**Hall, Kaylee\***

PSAT Test Administration Coordinator - H.S.

Group I, Step 1

Salary: \$872

Effective: 08/15/2023

**Johnson, John**

Head Coach - M.S. - Football

Group D, Step 8

Salary: \$4,580

Effective: 08/15/2023

**Kemmerer, Jamie\***

Mentor (Year 1) for Morgan Potter, Part-time Art Teacher - LTS

Salary: \$1,500

Effective: 08/15/2023

**Martin, Robert**

Assistant Coach - H.S. - Volleyball - Girls

Salary: \$4,049

Effective: 08/15/2023

**Pegher, Kimberly\***

Mentor (Year 1) to Asher Rehn, Communication Arts/ELA Teacher - LTS

Salary: \$1,500

Effective: 08/15/2023

**Rode, Jason**

Assistant Coach - M.S. - Football

Group F, Step 8

Salary: \$3,271

Effective: 08/15/2023

**Swords, Brandon\***

Assistant Coach - H.S. - Football

Group D, Step 15

Salary: \$6,106

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

**Minutes**

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

#### **Vote Results**

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

## **6. DELEGATE REPORTS**

### **6.a. PSBA**

#### **Minutes**

Dr. Cronin shared this year's pre-conference event on October 15th will feature two session tracks focusing on the physical security aspects of school safety plus the student support and mental health needs of schools.

## **7. SPECIAL REPORTS**

### **7.a. Board Members' Report**

#### **Minutes**

There were no reports shared by the board members.

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

#### **Minutes**

Dr. Winslow gave a report that included the following:

- Last Monday was the New Teacher Induction
- Full staff welcomed back today
- Wednesday is Bridge Day starting at 7:15 a.m., HS Block Party 2:00-4:00 p.m., HS open house 4:30-6:00 p.m., and Elementary Sneak-a-Peak
- Students welcomed back Monday, August 21st.
- Distributed PSBA Certificates of Appreciation to Mrs. Memmi, Mrs. Sicher, and Mr. Singer

### **7.c. Board President's Report**

#### **Minutes**

Mr. Singer gave a report to express the following:

- Both he and Dr. Koch attended the Welcome Back Program for staff this morning and felt it was inspiring and well done.

## 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 in the initial public comment portion of our meeting.

### Minutes

There were no citizens requesting to be recognized by the board.

Mrs. Memmi read a statement.

## 9. ADJOURNMENT

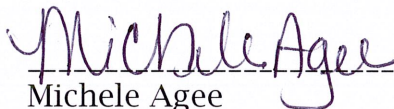
### Minutes

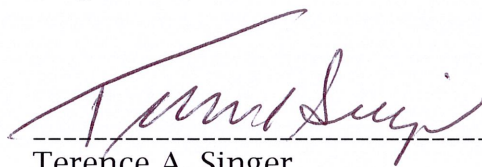
The meeting was adjourned at 7:57 p.m. following a motion by Ms. Drew and seconded by Dr. Koch.

### Vote Results

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

Respectfully submitted,

  
-----  
Michele Agee  
Secretary to the Board  
August 28, 2023

  
-----  
Terence A. Singer  
Board President



**Derry Township School District**  
**Board Meeting**  
August 14, 2023

**Please Sign In AND Print Your Name**

*Signature*

*Printed Name*

*Sample Signature*

Sample Name Printed

*Signature*

*Printed Name*

*Lee Vasilades*

Lee VASILADES

*Signature*

*Printed Name*

*[Signature]*

Jennifer Lane

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*

*Signature*

*Printed Name*



**Virtual Attendance August 14, 2023 Board Meeting**

Mark Anderson

Lisa Balanda

Mark Balanda

Catherine Burys

Dr. Marilyn Carter

Michael Davies

Julie DeDonatis

Lauren Doliner

Kat English

Kelly English

Colby Hollinger

Melissa Kaminski

Missy Kunder

Olivia Lewis

Ashley Mantheiy

Andrea Mitchell

Jennifer Renz

Honestia Romberger

Suzanne Sedlacsik

Todd Shaffer

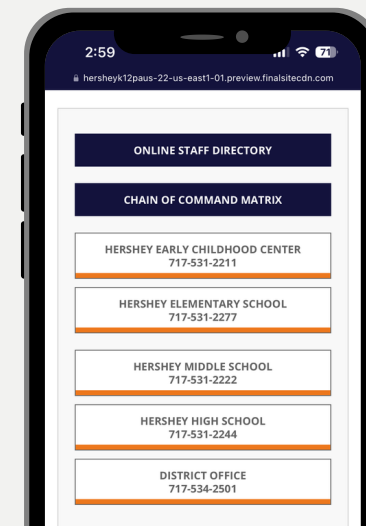
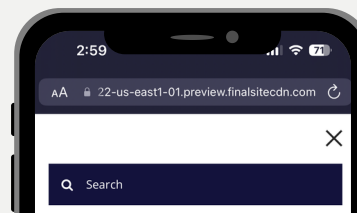
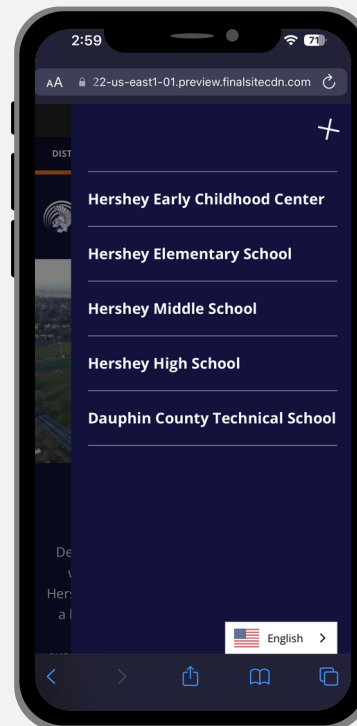
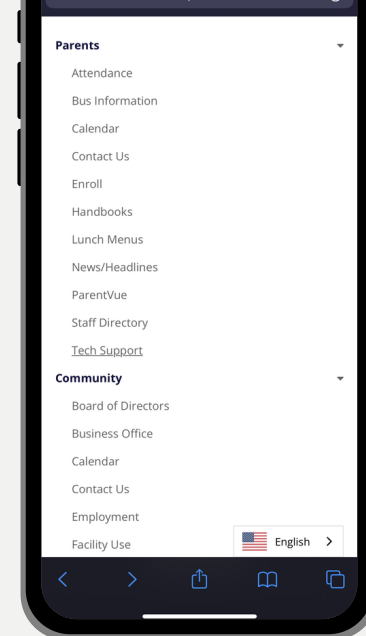
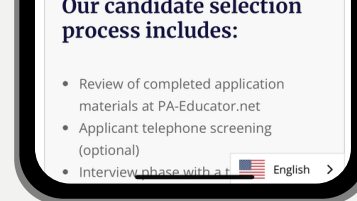
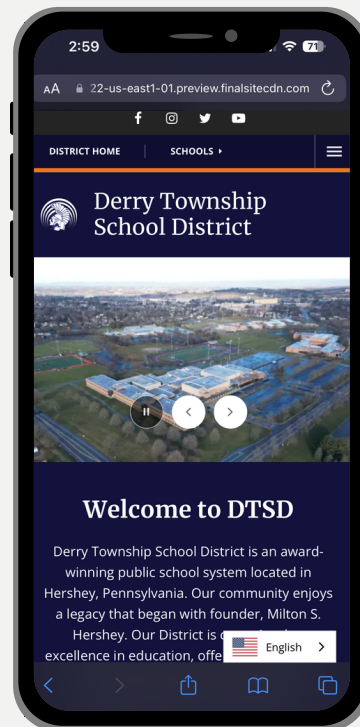
Angie Shipper



# NEW DTSD WEBSITE SHOWCASE

LAUNCHING SEPTEMBER 2023

SARAH KARPEL – AUGUST 14, 2023



# MISSION STATEMENT



Our website serves as a hub of information and resources for our students, families, and community. Our website is a central location where members of our school community can access a wide variety of information that is relevant to them. This includes resources such as our academic programs, school counseling support, extracurricular activities and clubs, resources for students and families, and news and updates about events happening at our district.

We value transparency, accountability, and engagement and are committed to keeping our community informed and engaged in the work that we are doing. This means that we are transparent in our communication about school policies and procedures and actively seek feedback from our stakeholders so that we can continually improve. We have worked to reduce clutter and outdated information from our website and only post information that is current and relevant to the public.

Ultimately, our website is an important tool for ensuring that our students, families, and community have access to the information they need to be informed, engaged, and successful members of our school community.

# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, Final Site.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE-FIRST DESIGN

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate

# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, FinalSite.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE-FIRST DESIGN

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate

# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, FinalSite.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE-FIRST DESIGN

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate

# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, FinalSite.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE FRIENDLY

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate



# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, FinalSite.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE FRIENDLY

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate

# THE NEED FOR A NEW WEBSITE

## NEW PROVIDER

Our current provider, Blackboard, was acquired out by new provider, FinalSite.

---

## MODERNIZE LAYOUT

Update and refresh our current website layout.

---

## MOBILE FRIENDLY

Allow information to be completely accessible and intuitive from mobile devices.

---

## ACCESSIBILITY

Ensure that all of our community can access the information available on our site.

---

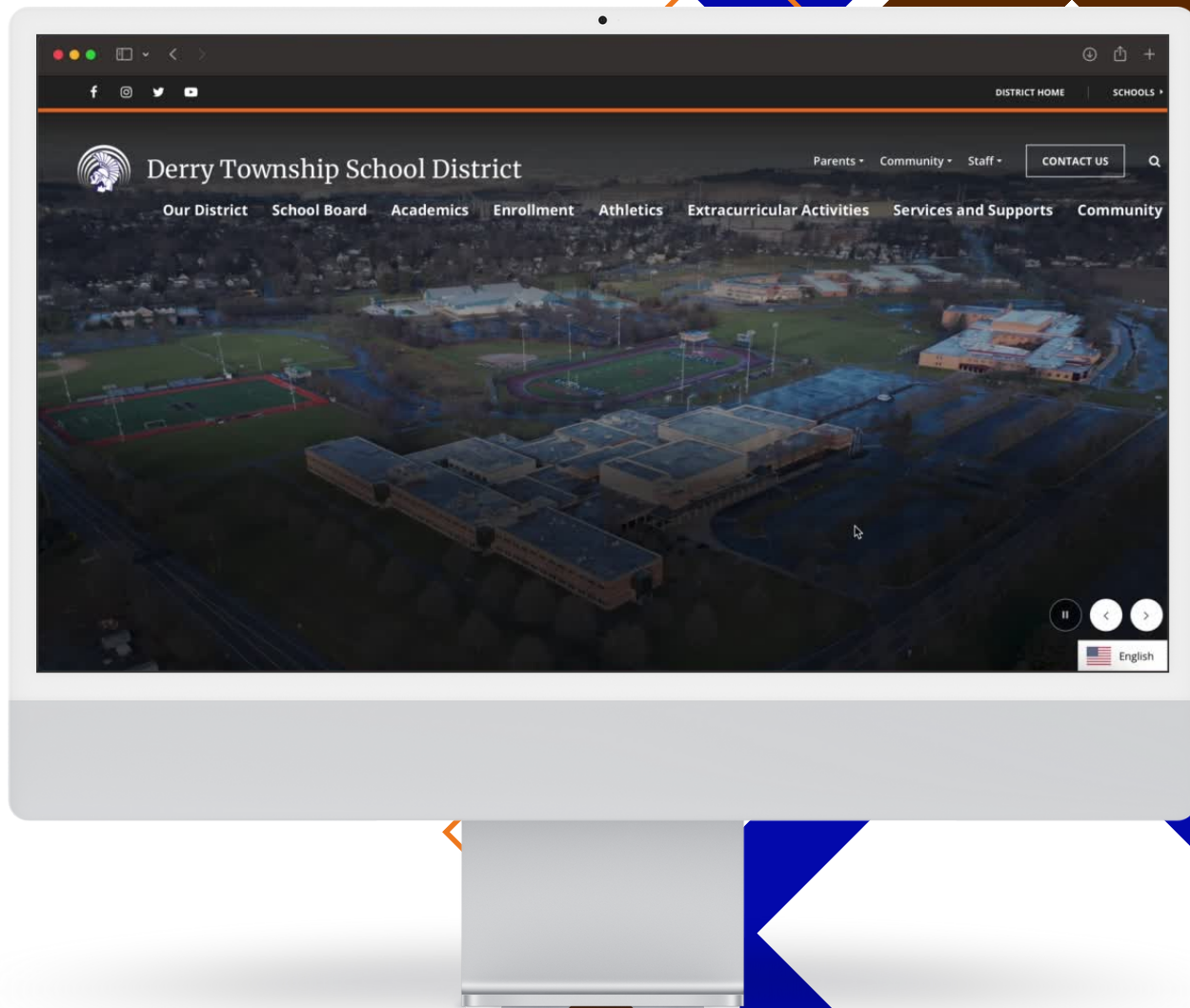
## REDUCE CLUTTER

Clean out the old and outdated information and make the website easier to navigate



# OUR NEW LAYOUT

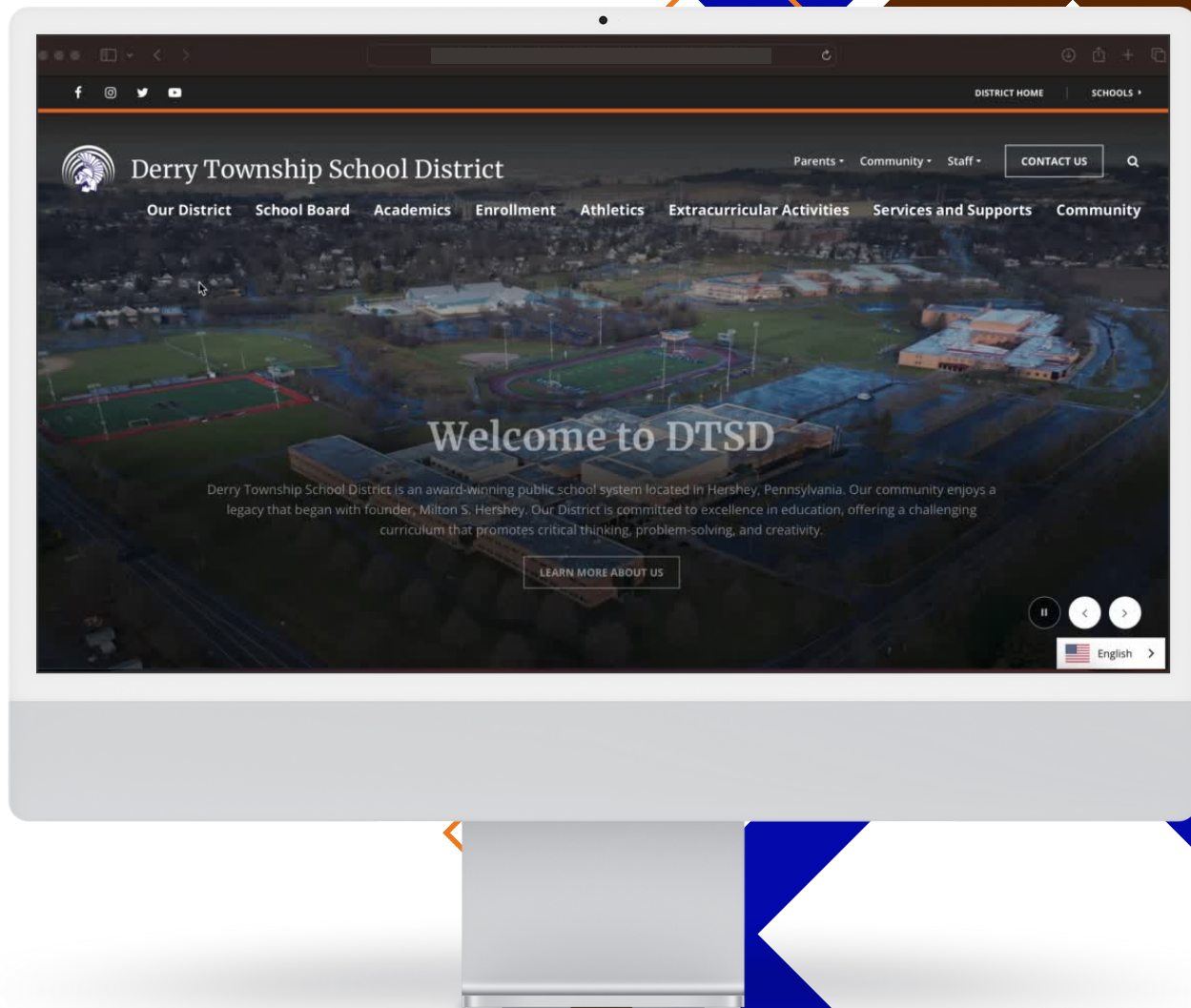
- Complete main page redesign
- Highlight our mission statement
- Easy access to academics, athletics and extracurriculars
- Highlight our awards and staff achievements
- Identifiable and relevant website slugs





# NAVIGATION

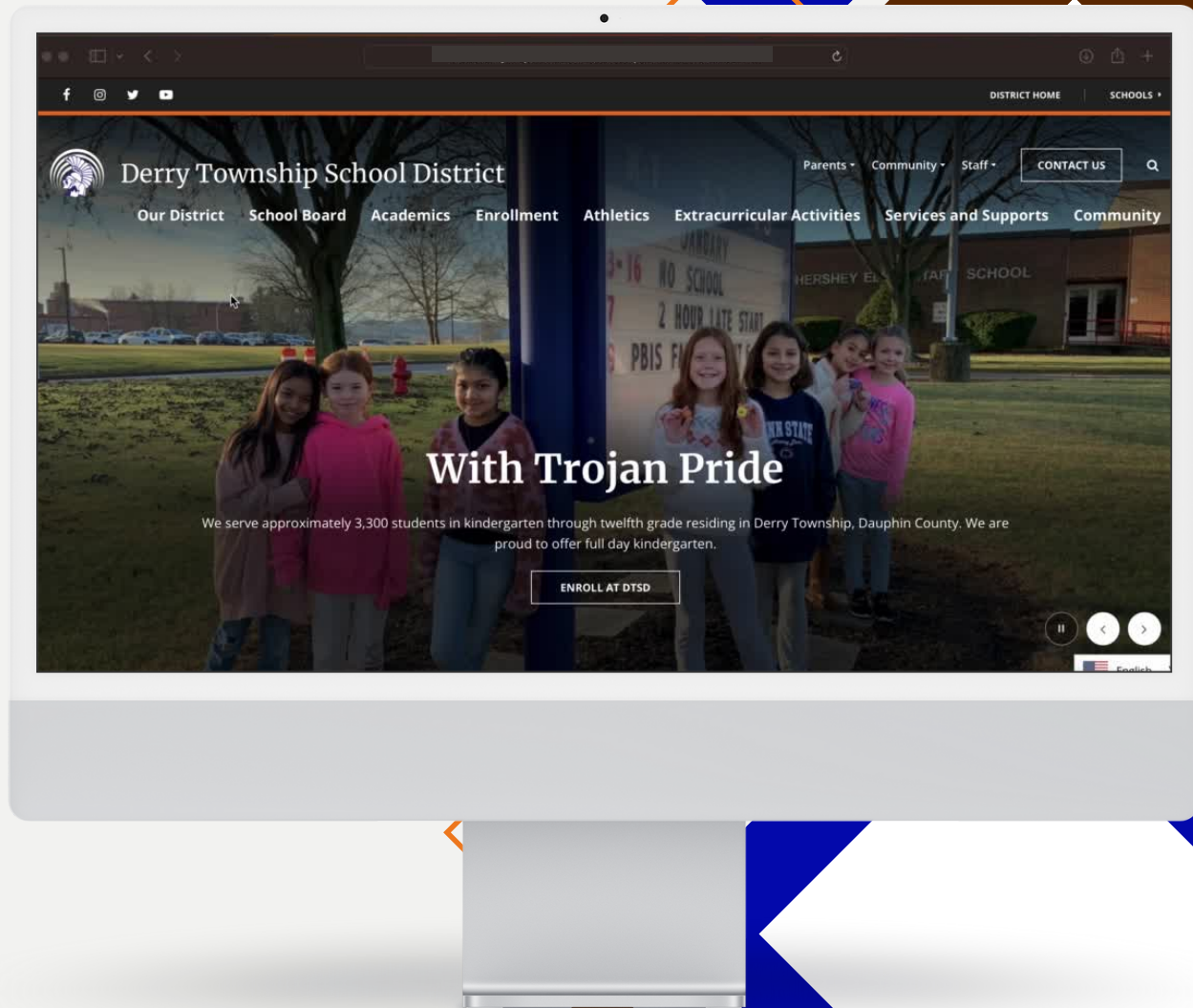
- Familiar information locations to existing website for current users
- New "Enrollment" section to help new families find information
- HHS, HMS and HES pages will share similar navigation feel familiar through all buildings
- Consistency overall throughout the website





# QUICK LINKS

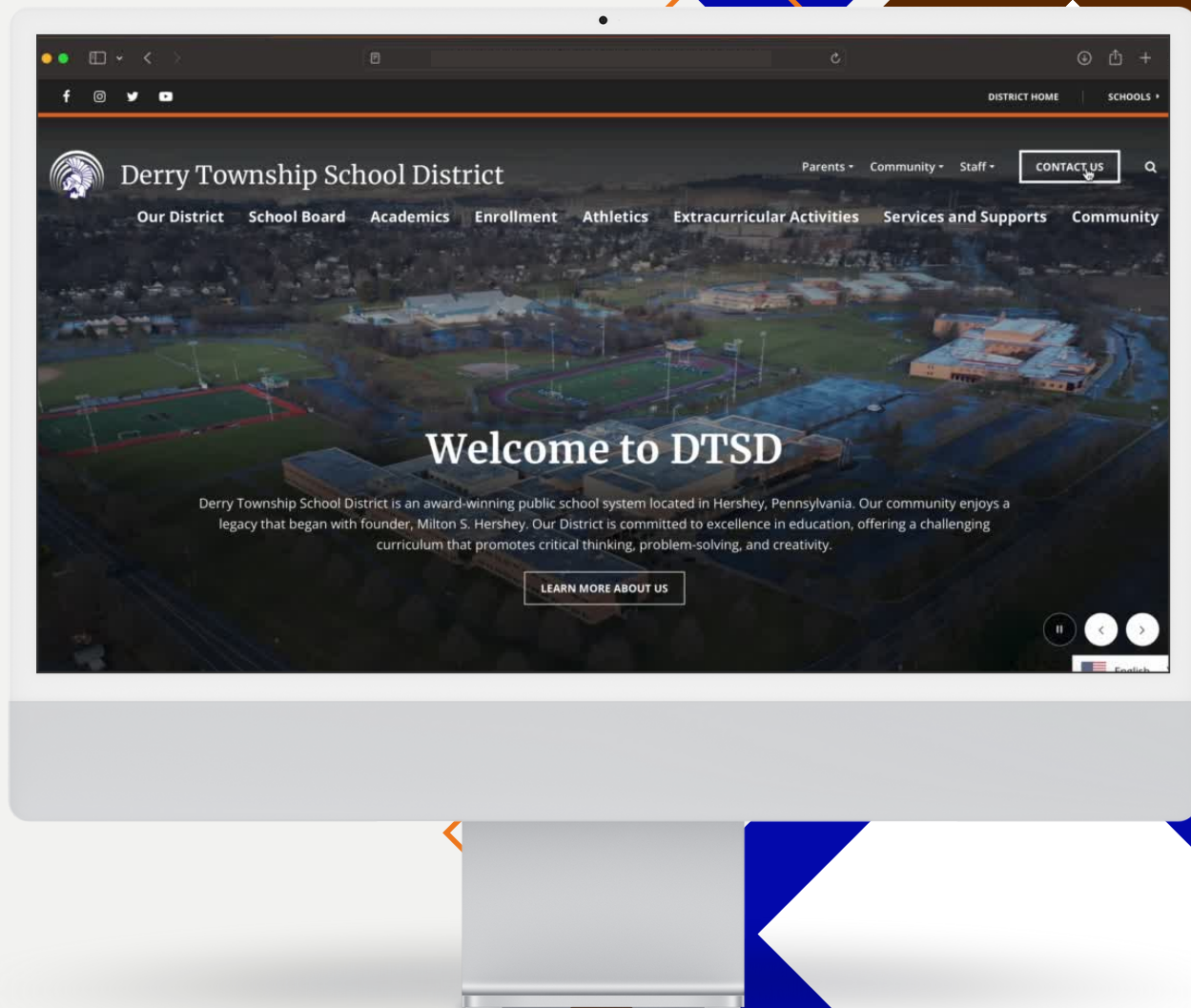
- Quick links on every district wide page for parents, community members and our staff.
- Quick links will still be available on our building pages and will be specific to the buildings (such as handbooks)





# CONTACT US

- Building contact information, staff directory and chain of command matrix are found at the top of the page.
- New "Who to Contact" section that will help navigate users to the correct contact person based on frequent scenarios.
- We also have our Safe2Say and Community Correspondence on this page.

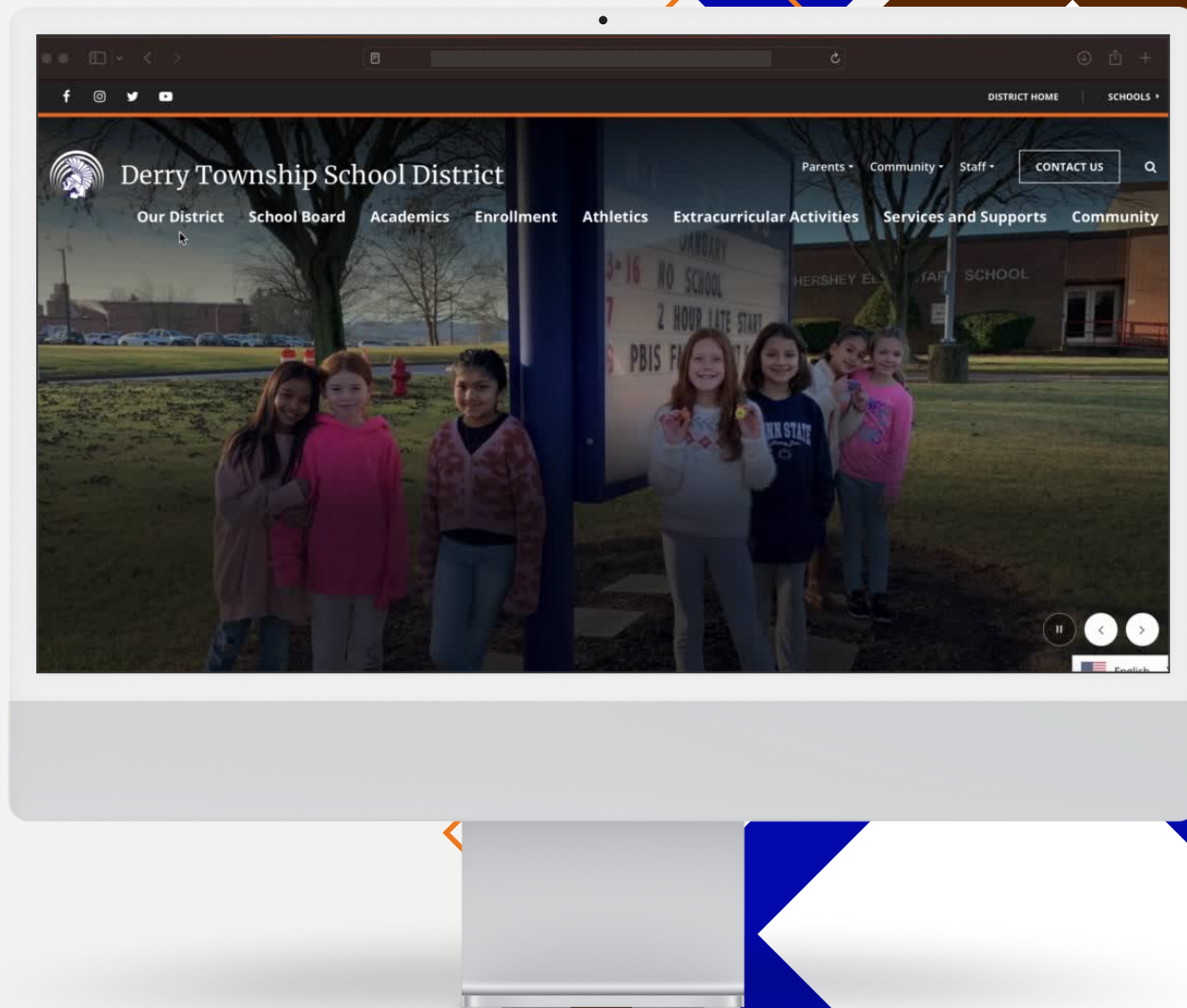






# CALENDAR

- New calendar page layout.
- New link:  
[hershey.k12.pa.us/calendar](https://hershey.k12.pa.us/calendar)
- Added a "Event ticket" section.
- New search and filter feature.
- Next 5 upcoming events with option to view traditional grid calendar
- Important Dates section for easy access to information

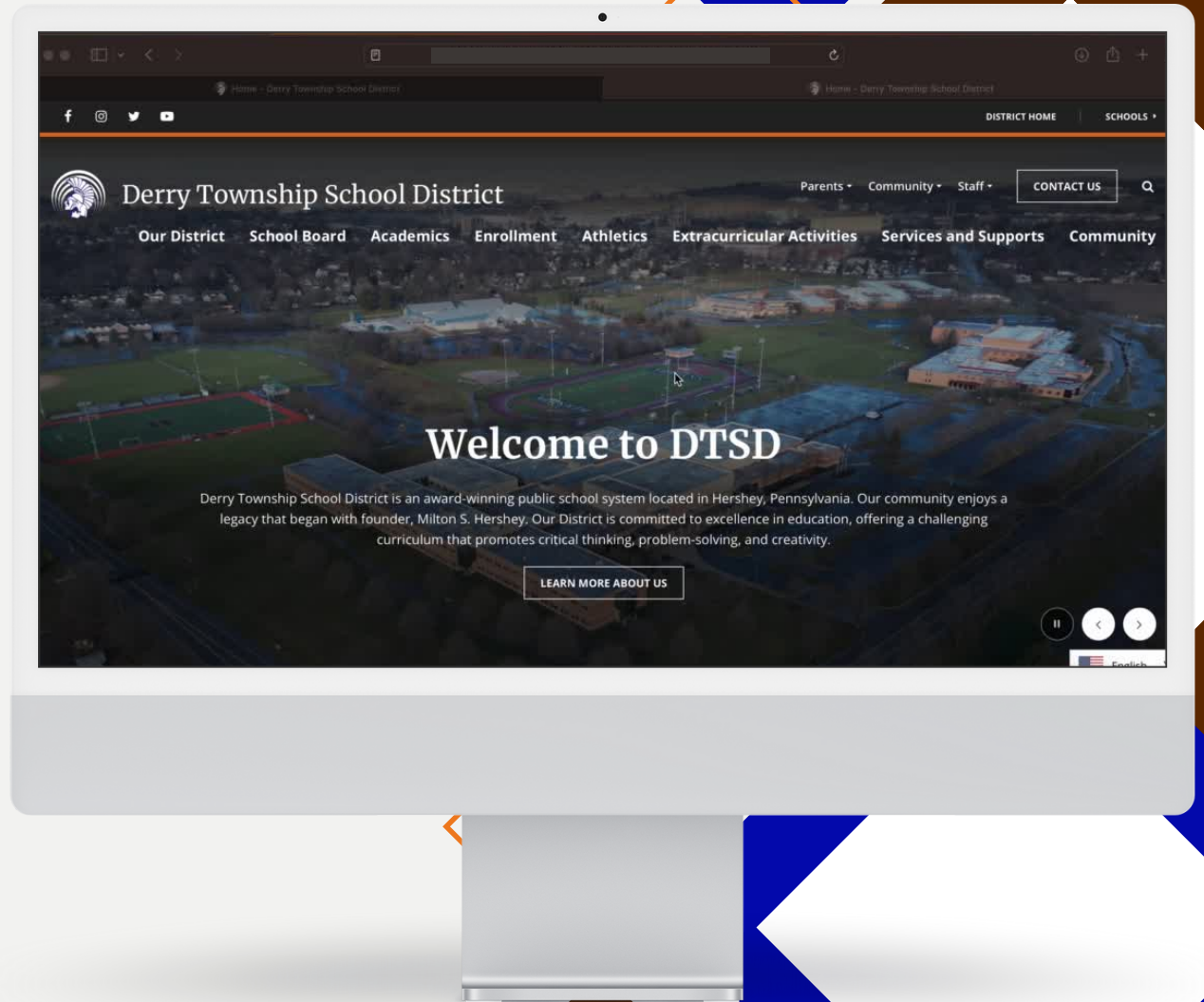






# HEADLINES

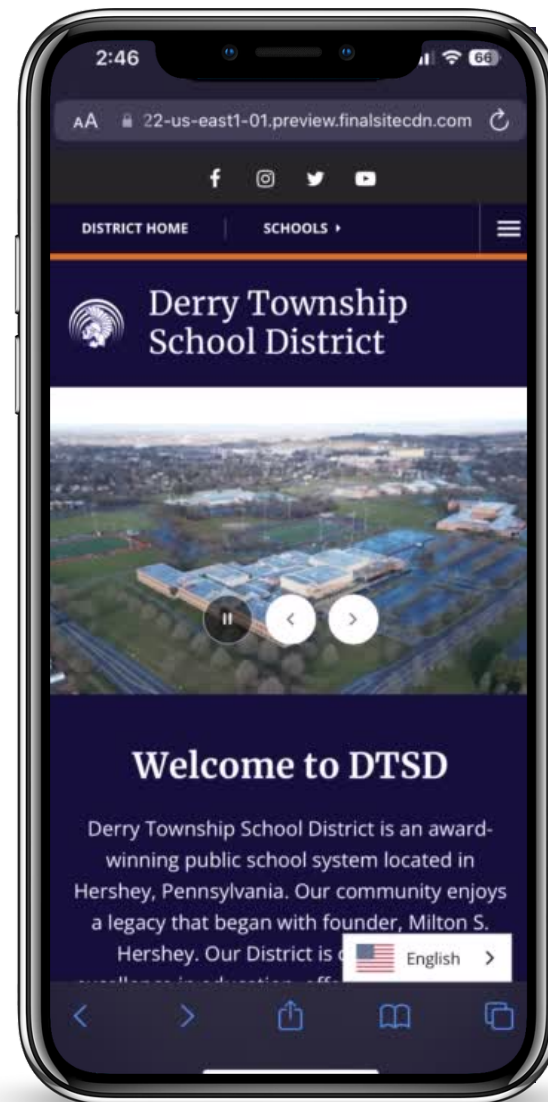
- Filtering by category
- Search by keyword or date range
- Search engine optimization





# MOBILE DESIGN

- Content and photos look excellent on the smaller screen.
- Menus are dynamic
- Quick links are still available within 2 clicks.



# ACCESSIBILITY

## COLOR CONTRAST

2.89



17.74



## CLOSED CAPTIONING

— November 21, 2022

MINUTES >

Audio Recording - 11/21/2022



It is an honor and a privilege to stand before this group as a principal of Hershey High School, and present our November students of the month on behalf of the students and staff I would like to thank the school board for taking time to recognize some of these incredibly talented young

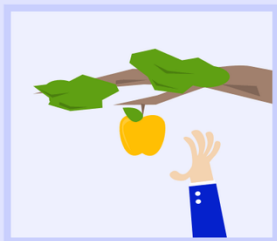
0:01:50

1:36:07

# ACCESSIBILITY

## ALT TEXT

### IMAGE ALT TEXT FOR SEO



alt="yellow apple"



alt="hand reaching for a yellow apple hanging from the tree"

Image by  Mangools

## PDF TRANSCRIBED

- #2 Pencils
- Colored pencils OR crayons Erasers for white boards
- Expo markers (black – dry erase)

### 5th Grade:

- Backpack/book bag, labeled with student's name
- Earbuds/headphones compatible with iPad to be left at school.
- Zipper supply pouch for pencils (please no plastic boxes)
- Water bottle (no metal)
- Stylus compatible with iPads
- #2 Pencils
- Colored pencils OR crayons Erasers for white boards
- Expo markers (black – dry erase)



**PDF School Supply List**



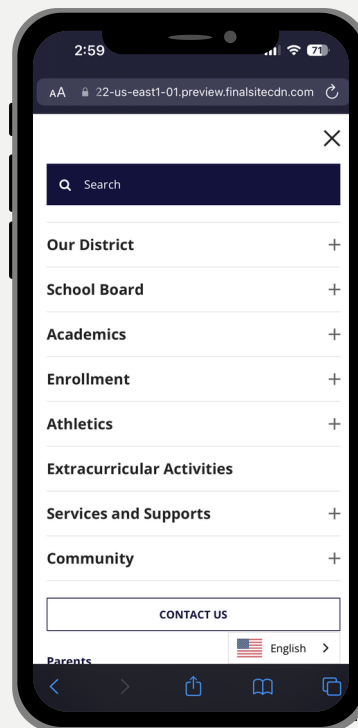
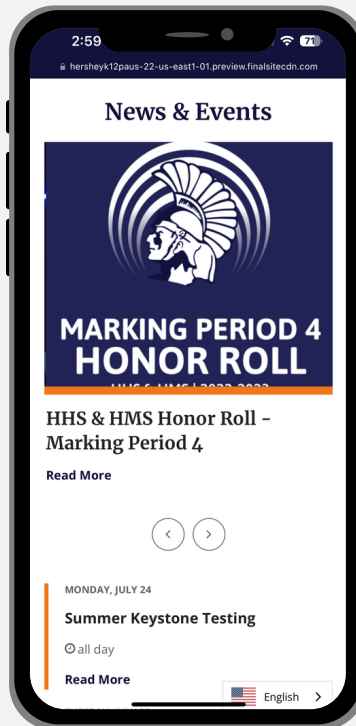
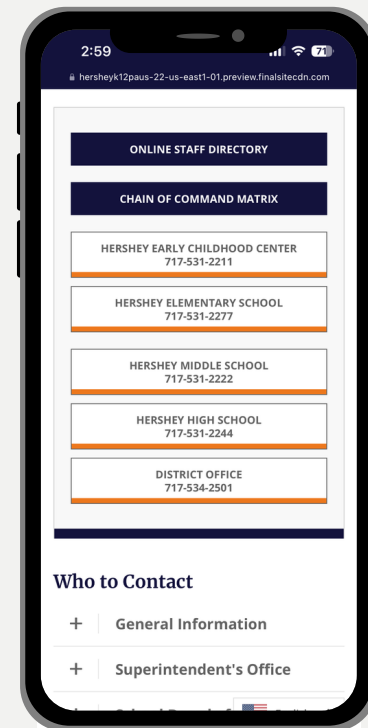
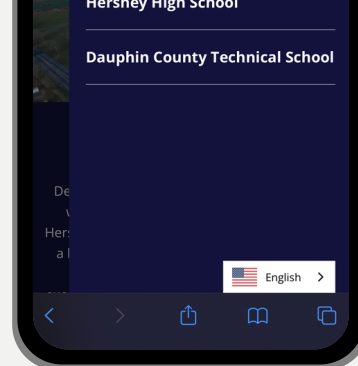
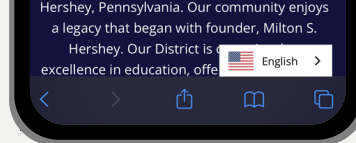
# TIMELINE TO LAUNCH

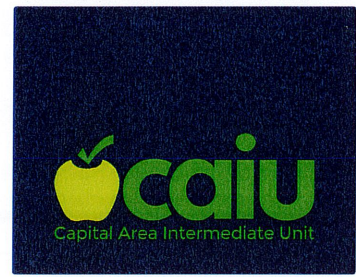




# THANK YOU!

SARAH KARPEL – AUGUST 14, 2023





## OFFICIAL QUOTE

**Date:** April 19, 2023  
**District:** Derry Township School District  
**Contact:** Phil Ayala

### Description of Service(s) Provided:

#### Auvik Licenses for Derry Township School District

DESCRIPTION	UNIT PRICE	MONTHS	LINE TOTAL
Auvik Licenses: April 1 – June 30, 2023	\$10/month per device	73 Devices @ 3 months	Fee Waived for MNS Members
Auvik Licenses: July 1, 2023 – June 30, 2024	\$10/month per device	73 Devices @ 12 Months	\$ 8,760.00
<b>TOTAL</b>			<b>\$ 8,760.00</b>

**TERMS:** District will be invoiced for 2022-23 Licenses upon receipt of signed quote (NET30). District will be invoiced for 2023-24 licenses after July 1, 2023. Please attach a copy of this Quote to the Purchase Order and send to John Hendrickson at [jhendrickson@caiu.org](mailto:jhendrickson@caiu.org).

To accept this quote, sign here and return:

**CAIU Contact:** John Hendrickson, Technology Services  
[jhendrickson@caiu.org](mailto:jhendrickson@caiu.org)  
717.732.8475



**Cleveland  
Brothers**



---

**Derry Township Schools  
P.O. Box 898  
Hershey, PA 17033**

---

**Services offered by Cleveland Brothers**

- *24-hour emergency service on all makes and models of generators, transfer switches, associated equipment and switchgear*
- *We strive to maintain under four hours response time to your facility.*
- *Customer service agreements are available tailored to your specific needs for all makes and models of generators and transfer switches.*
- *Install, setup and test rental generators (10KW to 2000 KW available)*
- *Install, setup and test rental transfer switches.*
- *Load Bank testing/megger testing to keep your equipment in top shape.*

**Contact information**

For 24-hour emergency service – call.1-800-538-1020. If after hours the answering service will get the technician on call, and you will receive a call back within 30 minutes.

**Key contacts:**

Inside Sales	Shelley Coble	717-350-6774 (mobile)
Service Supervisor	Terry Jeirles	717-635-7266 (Office)
Contracts/Billing	Judi Anderson	717-526-2121 (office)

If you have any questions or if you need any further information, feel free to contact call my cell (717)-418-2583.

Sincerely,  
Dustin Hoffman  
Parts and Service Sales Representative  
[dhoffman@clevelandbrothers.com](mailto:dhoffman@clevelandbrothers.com)

Prepared by  
Shelley Coble  
Inside Sales Representative  
[scoble@clevelandbrothers.com](mailto:scoble@clevelandbrothers.com)



## Appendix B

### Cleveland Brothers Equipment Company, Inc. Amendments to Preventive Maintenance Agreement.

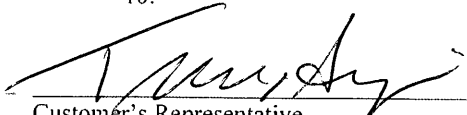
If is agreed by both parties (the undersigned) to make the following amendment(s) to "Cleveland Brothers Inspection and Preventive Maintenance Checklist" (Appendix A):


I. Additions to Appendix A:

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

II. Items to be Deleted from Appendix A:

1. N/A
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

  
Customer's Representative      August 14, 2023  
Date

  
CBEC, Inc. Service Representative      June 21, 2023  
Date

# Appendix A

## Cleveland Brothers Equipment Company, Inc.

### Inspection and Preventive Maintenance Checklist

Preventive Maintenance Services shall consist of the following:

- ♦ Replacement of Engine Oil and Oil Filters.
- ♦ Replacement of Engine Fuel Filters (if applicable).
- ♦ Replacement of Coolant System Filters (if applicable).
- ♦ Legal Removal and Disposal of Waste Oil and Used Filters.
- ♦ Lubrication of Grease Points: Fan Drive, Generator Bearing, Governor Linkage.
- ♦ Inspection of Air Cleaner Element(s) and Restriction Indicator.
- ♦ Laboratory Analysis of Oil and Coolant Samples.
- ♦ Coolant Level Check and Adjust (up to 2 gallons).
- ♦ On-site measurement of Glycol and SCA Concentration.
- ♦ Check of Jacket Water Heater Operation.
- ♦ Load Test and Specific Gravity Test of Starting Batteries (Lead Acid).
- ♦ Cleaning of Battery Terminals / Application of Corrosion Inhibitor (Lead Acid).
- ♦ Measurement of Battery Voltage During Cranking.
- ♦ Measurement of Alternator Output, in Volts DC.
- ♦ Check of Battery Charger Operation.
- ♦ Test Operation of Generator Starting Controls.
- ♦ Test Operation of Engine / Generator Protection and Alarm Systems.
- ♦ Visual Inspection of Engine / Generator Set Components.
- ♦ Check of Generator Air Gap, Inspection of Rotor and Stator.
- ♦ Inspection of Slip Rings and Brushes, or Exciter, whichever applies.
- ♦ Inspection of Generator Connections and Line Circuit Breaker.
- ♦ Measurement of AC Voltage and Frequency, adjustment as needed.
- ♦ Calibration of Analog Type Voltage and Frequency Meters.
- ♦ Check of Terminal Connections in Control Panel, Voltage Regulator, etc.
- ♦ Check of Remote Annunciator operation, if so equipped.
- ♦ Visual Inspection of Automatic Transfer Switch(es).
- ♦ Inspection of Fuel Day Tank System, if so equipped.
- ♦ Combustible Gas Leak Test of Fuel Lines for Natural Gas and LP Engines.
- ♦ No-Load Operational Test of Engine.

**Preventive Maintenance Inspections** shall consist of the items listed above, *with the exception of Oil and Filter replacement and Laboratory Analysis of Oil and Coolant Samples.*

***Fuel sampling is now included in the PM Service price.***

This is the standard Preventive Maintenance Program for Standby Generators and Industrial Engines. This program can be amended to suite specific requirements of individual equipment. Any such amendments shall be agreed upon in advance and documented in writing as Appendix B of this Preventive Maintenance Agreement.

Return to:

**Cleveland Brothers Equipment Co.**

*336 Fairville Avenue*

*Harrisburg, PA 17112*

*Phone: 800-538-1020*

*Fax: 717-526-2071*

It is agreed that CBEC, Inc., will not be responsible for any damages direct or consequential, unless such damage is due to negligence on the part of CBEC, Inc. During the course of service of each unit, all equipment being serviced will be locked out as per OSHA requirements, and therefore rendered temporarily inoperative. In the event that this equipment is needed in an emergency, CBEC will use all reasonable means available to return the equipment to operation as quickly as possible. In the event that such circumstances should arise, CBEC will not be responsible for any damages or losses resulting from the equipment being unavailable for use.

Further, it is agreed that upon completion of all services, the customer is responsible for assuring that all service work has been completed to the customer's satisfaction, and that the equipment has been left in a condition that will allow it to function on demand, in particular that start controls are in the "Automatic" or "Remote Start" position, and that the Generator Circuit Breaker is in the "Closed" position.

All invoices submitted to the owners by CBEC will be paid within thirty (30) days of receipt. In the event of failure of the owner to pay such bills within thirty (30) days, CBEC shall have the right to terminate this agreement, without further responsibility or obligation on the part of CBEC. In the event, that CBEC must employ an attorney to collect any delinquent payments from the owner, the owner agrees to pay, in addition to all amounts due, reasonable legal fees and other costs of collection.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized representatives on the day and year above written.

**Contract for: Derry Township Schools:**

	<u>Inspection</u>	<u>PM2 Service</u>
<b>Olympian/200 KW</b>	<b>\$230.00</b>	<b>\$1,037.00</b>
<b>Cat / C6.6</b>	<b>\$230.00</b>	<b>\$800.00</b>
<b>Onan/ 80 KW</b>	<b>\$230.00</b>	<b>\$388.00</b>
<b>Olympian/ 90 KW</b>	<b>\$230.00</b>	<b>\$755.00</b>
<b>Detroit / 50 KW</b>	<b>\$230.00</b>	<b>\$520.00</b>
<b>Generac / 100 KW</b>	<b>\$230.00</b>	<b>\$487.00</b>

**Total 2023-22024 : \$ 5,367.00**

  
Customer/Owner Representative

August 14, 2023  
Date

PO#



Dustin Hoffman

June 21, 2023  
Date

Parts and Service Sales Representative – CBE Power Systems

**Cleveland Brothers Equipment Company, Inc.**  
**Engine Monitor Service Agreement**

**Customer/Owner:** Derry Township Schools  
**Billing Address:** P.O. Box 898  
Hershey, PA 17033

**Contact:** Bob Bixler

**Phone Number:** Ph: 717-327-7990 [bbixler@hershey.k12.pa.us](mailto:bbixler@hershey.k12.pa.us)

Within the scope of this agreement, Cleveland Brothers Equipment Company, Inc., (CBEC) agrees to perform Preventive Maintenance Service and provide necessary materials as defined in Appendix A of this agreement, entitled "Cleveland Brothers Inspection and Preventive Maintenance Checklist." Said services and materials will provide the customer assurance that the standby equipment has been properly serviced according to the factory recommendations, and that barring interim component malfunction, the equipment will function properly, according to its designed purpose.

The terms of this agreement shall extend for a period of (1) year beginning June 2023 and shall include (2) Service visits per unit within the specified year period during the month(s) of January 24 (PM Service) and July 23 (PM Inspection).

The standby unit(s) included within the scope of this agreement are:

<u>Make/Model</u>	<u>Serial Number</u>	<u>Location</u>
Olympian/200 KW	2018294	High School
Cat / C6.6	N6D03218	Middle School
Onan/ 80 KW	G890256649	Elementary School
Olympian/ 90 KW	NPS00328	ECC
Detroit / 50 KW	2085955	Admin Building
Generac / 100 KW	2065015	Med. Center

This agreement provides routine Preventive Maintenance only, as described in Appendix A of this agreement. Emergency service or any other work, parts, or materials required, but not part of this agreement, is the responsibility of **Derry Township Schools** (Owner), who may have such work performed by CBEC, by issuing a purchase order for parts and labor at CBEC standard service rates prevailing at the time of the performed work.

Upon completion of each service call the customer will receive a written report detailing the condition of this equipment, as well as recommendations for any corrective action required. CBEC can provide written proposals for any such repairs for customer's consideration, if necessary. No additional service or repairs will be made without the customer's advance consent.

**Derry Township Schools** (Owner), by its duly authorized representatives, hereby authorize CBEC, Inc to enter the facility at any reasonable time, according to the arranged schedule for the purpose of servicing and maintaining the equipment covered herein.



DocuSign, Inc.  
221 Main Street, Suite 1000  
San Francisco, CA 94105

**Offer Valid Through:** Jun 30, 2023  
**Prepared By:** Jordyn Bjerke  
**Quote Number:** Q-01203452

ORDER FORM

Address Information

**Bill To:**  
Derry Township School District  
30 E Granada Ave Ste 200,  
Hershey, PA, 17033  
United States

**Ship To:**  
Derry Township School District  
P.O. BOX 898,  
Hershey, PA, 17033-0898  
United States

**Billing Contact Name:**  
Phil Ayala  
**Billing Email Address:**  
payala@hershey.k12.pa.us  
**Billing Phone:**  
717-534-2501

**Shipping Contact Name:**  
Phil Ayala  
**Shipping Email Address:**  
payala@hershey.k12.pa.us  
**Shipping Phone:**  
717-534-2501

Order Details

**Order Start Date:** Jul 31, 2023  
**Order End Date:** Jul 30, 2024  
**Billing Frequency:** Annual

**Payment Method:** Check  
**Payment Terms:** Net 30  
**Currency:** USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro Edition - Envelope Subs.	SUB-1786794-1	Jul 31, 2023	Jul 30, 2024	2,000	\$10,043.00
Premier Support - eSign	SUB-1786794-1	Jul 31, 2023	Jul 30, 2024	1	\$1,506.45

**Grand Total: \$11,549.45**

Product Details

eSignature Envelope Allowance: 2,000

Overage/Usage Fees

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$8.80



---

## Order Special Terms

---

### Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

---

### Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@erp.docusign.com](mailto:invoicing@erp.docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

---

### Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

---

**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer**

Signature:



Name: Terence A. Singer

Job Title: President, School Board

Date: August 14, 2023

**DocuSign,  
Inc.**

Signature:

DocuSigned by:  
  
6B85A52A083E408...

Name: Beatriz Benjamin

Job Title: Senior Manager, Revenue Operations

Date: August 15, 2023

DS  






## CONSULTANT/PRESENTER CONTRACT

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

I. **Engagement**

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

II. **Term of Agreement**

This Agreement shall become effective on October 9, 2023 unless terminated in accordance with section IV.

III. **Scope of Work**

Consultant agrees to provide *three 60-minute* workshops on the importance and power of relationships and connection.

**Workshop Title:**

Relationships First, Everything Else Second

**Workshop Description:**

In the words of Dr. James Comer, "No significant learning occurs without a significant relationship." Healthy and respectful relationships are foundational to a safe and supportive learning environment where students feel that they belong, where they can be authentic without fear of rejection, and where they know that others care for them. It's certainly no surprise that children learn best from teachers they care about who also care for them. But what educators often don't realize is the transformative healing power of those connections. Educators can expect two-thirds of their students to have experienced one or more traumatic events by age 16 (source: Understanding Child Trauma | SAMHSA). That statistic, coupled with the lingering aftermath of COVID and the reality of toxic stress, presents us with a mental health crisis that can feel overwhelming and even paralyzing, at times. As educators, the scope of our influence may seem limited in light of the scope and complexities of students' needs. This workshop is based on the science of hope and healing. It is an optimistic introduction into the power of connection and its impact on human development – how even the smallest of moments that show genuine regard can be magically restorative and can change the trajectory of students' lives.

IV. **Cancellation**

Either party reserves the right to cancel this Agreement with ten (10) days written notice to the other party.

V. **Compensation**

A. Client agrees to pay the Consultant a fee of \$1250 (all-inclusive).

B. Payment for the services rendered per this Agreement will be due and payable upon receipt of the invoice.

**VI. Independent Contractor Relationship**

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

**VII. Confidential Information**

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

**VIII. Indemnification**

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

**Please sign and date below and return this agreement to Amy Moritz at amyfmoritz@gmail.com. Retain a copy for your files.**

Moritz Consulting, LLC  
EIN #92-1171948

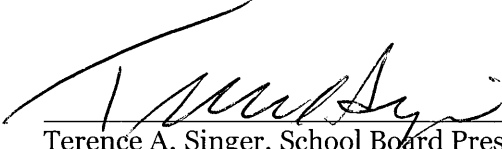
*Amy Moritz*

July 11, 2023

\_\_\_\_\_  
Amy F. Moritz, Learning and Development  
Strategist/Owner

\_\_\_\_\_  
Date

Derry Township School District

  
\_\_\_\_\_  
Terence A. Singer, School Board President

August 14, 2023

\_\_\_\_\_  
Date

## SCHOOL PHYSICIAN OF RECORD AGREEMENT

This School Physician of Record Agreement ("Agreement") is entered into on July 1, 2023, ("Effective Date") between Pinnacle Health Medical Services ("PHMS"), for the provision of physician services through Dr. Denise Dhawan, practicing under the laws of the Commonwealth of Pennsylvania, with an office at 441 East Chocolate Avenue, Hershey, Pennsylvania, hereinafter called "SCHOOL PHYSICIAN OF RECORD", and Derry Township School District ("District"), each singularly a "Party," collectively the "Parties."

### Recitals

- A. SCHOOL DISTRICT desires to have DR. DENISE DHAWAN, through PHMS, serve as "SCHOOL DISTRICT'S PHYSICIAN OF RECORD" under the school health program by the Commonwealth of Pennsylvania.
- B. SCHOOL PHYSICIAN OF RECORD desires to undertake such upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

The above Recitals are hereby incorporated in this Agreement by reference.

1. The effective date of this Agreement shall be July 1, 2023, through midnight June 30, 2024.
2. During the term of this Agreement, DR. DENISE DHAWAN through PHMS shall serve as SCHOOL DISTRICT'S PHYSICIAN OF RECORD under the school health program mandated by the Commonwealth of Pennsylvania.
3. During the term of this Agreement, SCHOOL PHYSICIAN OF RECORD and PHMS shall assure the following services:
  - a. Provide advice and consultation for health decisions of the SCHOOL DISTRICT.
  - b. Provide mandated health physicals as required by law.
  - c. Provide to SCHOOL DISTRICT a copy of the PHYSICIAN'S current certificate of liability insurance.

Such services shall be provided by, or under the supervision or direction of the SCHOOL PHYSICIAN OF RECORD with the Derry Township School District Team Physician from time to time during the term of this Agreement.

4. As compensation for the retention of services to be provided by the SCHOOL PHYSICIAN OF RECORD to this Agreement, SCHOOL DISTRICT shall pay to PHMS, a stipend of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS.
5. As compensation for mandated physical exams performed by the SCHOOL PHYSICIAN OF RECORD, , SCHOOL DISTRICT shall pay to PHMS a set rate of TWENTY-FIVE (\$25.00) DOLLARS per physical examination and FIVE (\$5.00) per re-certification.
6. Notwithstanding the date of execution of this Agreement by the Parties, this shall be effective

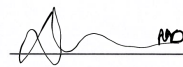
July 1, 2023.

7. PHMS or SCHOOL DISTRICT may terminate this Agreement if the SCHOOL PHYSICIAN OF RECORD, or a suitable PHMS alternative, is unavailable to provide the services outlined in this Agreement. SCHOOL DISTRICT agrees to accept an alternative School Physician of Record offered by PHMS who is licensed in the Commonwealth of Pennsylvania to provide the clinical services outlined in this Agreement.
8. Unless otherwise terminated prior, this Agreement shall automatically terminate at midnight on June 30, 2024. Nothing in the Agreement shall be interpreted, construed or held to create any obligation on the part of SCHOOL PHYSICIAN OF RECORD or PHMS to provide medical services to any student or employee of SCHOOL DISTRICT after termination of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year set forth below.

ATTEST Marie Warner

SCHOOL PHYSICIAN OF RECORD  
DR. DENISE DHAWAN

  
Signature

PINNACLE HEALTH MEDICAL SERVICES


Dr. Jason Mary  
Signature

ATTEST Sueann Noll

President, PHMS  
Title

ATTEST: Michelle Agee

DERRY TOWNSHIP SCHOOL DISTRICT

  
Signature

School Board President  
Title



P.O. Box 228, Akron, PA 17501  
Phone: (717) 371-2300  
E-Mail: rlclarke@rlclarke.com



Date: MAY 09, 2023

## AGREEMENT FOR WATER TREATMENT SERVICES

COMPANY NAME:	DERRY TOWNSHIP SCHOOL DISTRICT	PHONE:	717-531-2202
ATTENTION:	MARK ANDERSON – FACILITIES DIRECTOR	FAX:	717-533-6613
ADDRESS:	30 C EAST GRANADA AVENUE	E-MAIL:	manderson@hershey.k12.pa.us
	HERSHEY, PA 17033	CC:	sdaub@hershey.k12.pa.us

### TERMS OF THIS AGREEMENT REMAIN IN EFFECT FOR THE FOLLOWING TIME PERIOD:

BEGINNING: JULY 1, 2023

ENDING: JUNE 30, 2024

### TYPE OF AGREEMENT:

- X **SERVICE / PRODUCTS** Monthly on-site service. ( 3 hour(s) maximum provided per month. Additional hours Will be invoiced at a rate of \$ 95.00 per hour). Include the appropriate formulas and amounts of water treatment products to effectively treat the system(s) covered under this agreement.
- X **OTHER – SPECIAL CONDITIONS:**  
Products included for HVAC closed loop system maintenance: Up to 30 gallons of B-CST Nitrite Inhibitor Treatment. Monthly analytical testing of hot and chilled water HVAC systems as required by seasonal conditions.  
**Schools included in this agreement include: Hershey Elementary, Early Education Center, Hershey Middle School and Hershey High School.**

## **SERVICES:**

Standard services provided as part of this agreement will include without being limited to the design and implementation of a treatment program with monthly on-site system fluid sampling, analytical testing of system fluid(s), a computer generated service report with test results and recommend procedures required to properly maintain or change the current treatment program.

We assume no responsibility for mechanical failures or system equipment malfunctions that upset the normal operation of a customer system(s) or that create fluid losses within those systems and that ultimately affect the treatment program parameters.

Customer agrees to repair or replace any faulty system equipment, parts, plumbing components, etc. in a timely manner so that minimal loss of treated system fluids occur. It is the customer's responsibility to notify RLC Ent. Inc. of any repairs or system fluid losses immediately after the incident. Cost for chemical treatment products (that exceed those provided as part of this agreement) will be at the customer's expense.

Please contact us when waterside boiler inspections are scheduled so that we may be present to evaluate the results of the current treatment program.

## **NEW HVAC CONSTRUCTION, UPGRADES OR SYSTEM REPAIRS DURING THE TERM OF THIS AGREEMENT:**

R.L. Clarke Enterprises, Incorporated (RLC) under this agreement represents Derry Township School District (DTSD) and provides the district with the necessary water testing, required chemical cleaners, nitrite based corrosion and scale inhibitor products, where applicable – (Inhibited glycol (contractor or DTSD would consult directly with the glycol manufacturer and purchase their recommended products directly from that manufacturer, or other chemically based products are not included in this agreement). Consulting services and water side design consultation for any new water treatment program(s) that involves any new construction / installation of new equipment, piping or any modifications to the present system(s) is included.

Engineering firms: It will not be necessary for an engineering firm to include a "Water Treatment Chemical and Services - sub-contractor provisions" for services (on-site water testing – consulting) and chemical products (cleaners, nitrite based corrosion inhibitors) required in a typical job bid spec. as they are already part of this agreement between RLC and DTSD. RLC will consult (representing in good faith and in the best interests of DTSD) with the Plumbing /HVAC contractor that would be awarded a project bid. RLC concerns will be that the proper procedures; optimal pacification and protection perimeters will be implemented for cleaning and proper protection to system waterside components; protection from corrosion, scale and biological concerns. It is the responsibility of the HVAC / Plumbing contractor that is hired for a projects to remain in contact with RLC to discuss their work plan and work schedule so that RLC can schedule their scope of work and to provide instruction to the contractor that coincides with that of the contractor. Time provided for consultations and service visits with the HVAC / Plumbing contractor are included in this agreement. Any water treatment equipment costs (i.e. – chemical pumps, system conductivity controllers, glycol feed systems, etc.) are not included in this agreement and would need to be purchased by DTSD or the Plumbing HVAC contractor.

RLC is under agreement with DTSD to provide the services and products listed here-in. RLC does not sub-contract our services or products.

## **BILLING TERMS:**

A single invoice will be issued and dated July 1, 2023 as per the request of Mark Anderson, Facilities Director, Derry Township School in the amount of \$ 11,820.00 (total cost for this 7/1/2023-6/30/2024 agreement). Payment will be due on or before the last day of the month in which it was issued. Failure by the customer to make payments as specified and / or to keep their account current will lead to the cancellation of this agreement.

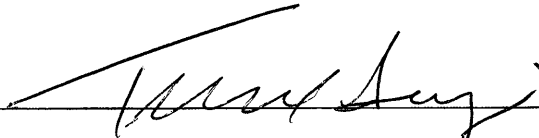
**CANCELLATION OF THIS AGREEMENT:**

This agreement is in effect for the period previously stated or one year from the date when service begins.

R.L. Clarke Enterprises, Inc. reserves the right if deemed necessary to cancel this agreement by providing a thirty-day written notice to the customer.

If the DTSD wishes to be released from this agreement by June 30, 2024, please provide a written thirty-day notice of your intent. DTSD and RLC will remain obligated to the terms and conditions of this agreement during this one year period.

We the undersigned agree to all of the conditions contained within this Water Treatment / Services Agreement.  
We have read and understand the obligations and conditions that are to be met by all parties.

SIGNATURE:  DATED: 08 / 14 / 2023  
REPRESENTING: DERRY TOWNSHIP SCHOOL DISTRICT

SIGNATURE:  DATED: 05 / 09 / 2023  
PRESIDENT, R.L. CLARKE ENTERPRISES, INC.





Swift Education Systems  
DiLL Order Form

This Agreement, consisting of this cover page (the "Order Form") and the accompanying terms and conditions ("Terms and Conditions"), together with EULA, Service Level Agreement (SLA) and all attachments and addenda hereto (collectively, the "Agreement"), is entered into between Swift Education Systems, Inc., an Illinois corporation with its principal place of business at 332 S Michigan Ave, Ste 121 PMB S185, Chicago IL 60604 ("Swift"), and the entity identified below ("You"). Swift agrees to provide You with the software and/or services set forth in this Agreement for the fees and subject to the terms and conditions as stated herein. Capitalized terms used but not defined in the Order Form have the meanings ascribed to them in the Terms and Conditions.

**Your Contact information**

**Your School Name:** Hershey High School

<b>Address:</b> 550 Homestead Rd	<b>City:</b> Hershey	<b>State:</b> PA	<b>Postal Code:</b> 17033
<b>Contact:</b> Barb Clouser	<b>Email:</b> BClouser@hershey.k12.pa.us	<b>Phone:</b> (717) 531-2244	<b>Fax:</b>

**Initial Pricing for Licensed Software and Services**

<b>Order Checklist:</b>	<b>Supplemental Services (if any):</b>	<b>Pricing:</b> <input type="checkbox"/> Fixed Fee (unlimited) or <input checked="" type="checkbox"/> Seats (no. 30 )
<input checked="" type="checkbox"/> Licensed Software	• Annual subscription to DiLL for 30 machines, includes DiLL Support	<b>License Subtotal:</b> Included in total
<input checked="" type="checkbox"/> Installation & Training		<b>Services Subtotal:</b> Included in total
<input checked="" type="checkbox"/> Support Services		<b>Initial Total:</b> \$5,500.00

**DiLL.** DiLL implements a system for independent and/or collaborative language learning over a computer network. Students are able to use client software that acts as a monitored digital media player and communicator. Using lab control software, instructors can monitor the work of individual students, initiate a two-way communication to provide feedback, and/or can create arbitrary "n-way" station-to-station communication networks. The system is a three-tier network application, including the aforementioned client and control software, as well as server programs that manage metadata and provide access control to database and file servers at the foundation level.

**Fees.** Fees paid for the Licensed Software during the License Term are either fixed for an unlimited or fixed number of Seats as listed above. Fees for the Initial Term are listed above. If Your usage exceeds the number of Seats contracted for, You agree to pay additional fees reflecting such usage. Swift will provide notice of any changes in the Order Form applicable to a Renewal Term no later than thirty (90) days prior to the expiration of then-current License Term. Unused products or services may not be used in a later Renewal Term. Fees payable hereunder do not include sales taxes or any other taxes. You are responsible for the payment of any sales, use, business, occupation, value-added, excise or similar tax.

**Invoicing.** Swift will invoice You for the fees referenced above in advance of provision of the Licensed Software and any services, and You shall pay all amounts invoiced, in U.S. Dollars, within 30 days of Your receipt of the relevant invoice.

**Late payment.** Any payments not made in full when due will bear interest at a rate of the lesser of (a) 1.5% per month on all amounts due but unpaid, or (b) the maximum amount allowed by law. In the event that the Term expires or this Agreement is terminated prior to the payment of all amounts accrued, You shall immediately pay Swift all amounts accrued hereunder.

**Term**

<b>Licensed Software Initial Term:</b> <input checked="" type="checkbox"/> 12 months or <input type="checkbox"/> perpetual	<b>Licensed Software Renewal Term:</b> <input type="checkbox"/> 0 year(s) or <input checked="" type="checkbox"/> n/a
<b>Support Services Initial Term:</b> 0 year(s) 12 month(s)	<b>Support Services Renewal Term:</b> 0 year(s) 0 month(s)

This Agreement commences on the date of the last signature below (the "Effective Date") and will be in effect for the initial terms for the Licensed Software and/or support services as set forth above (the "Initial Term"), and will thereafter automatically renew as set forth above (each a "Renewal Term") unless (a) either party gives written notice of its desire not to renew the Agreement at least 30 days before the end of the then-current Initial Term or Renewal Term, as applicable, or (b) this Agreement is terminated earlier in accordance with Section 4. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

By signing below, each party agrees with all the terms of this Agreement and specifically acknowledges its consent to each and every such term and condition, and both parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date, as defined below.

**Hershey High School:**

**Swift Education Systems, Inc.:**

By:

Signature of Authorized Representative

Terence A. Singer

Print Name and Title of Representative

August 14, 2023

Date

By:

Signature of Authorized Representative

Louie Huang

Print Name and Title of Representative

7/1/2023

Date



## Terms and Conditions for the Swift Education Systems Order Form

### **1. License.**

**1.1 Licensed Software.** The “Licensed Software” referenced in the Order Form (as such form may be subsequently amended in accordance with Section 12), means Swift’s proprietary language system, including the Digital Language Lab software system (“DiLL”), licensed subject to the terms of this Agreement and subject to the DiLL End User License Agreement (“EULA”), available at <http://www.swifteducation.com/policies/eula.pdf>, which is deemed incorporated herein by reference.

**1.2 Licensed Seats.** A “Seat” is a license for one personal computer to use the Licensed Software, where the personal computer exists physically at Your school campus or is used by students, faculty, and/or staff enrolled in, or employed at, Your school campus.

**1.3 Grant.** Provided that You are not in breach of this Agreement and that You pay the fees hereunder for the Licensed Software, Swift grants You a limited, worldwide, non-exclusive, non-transferable license, during the Term, with respect to the number of Seats paid for pursuant to this Agreement, to: (a) make 1 copy of the object code version of the Licensed Software for Your own internal business purposes in accordance with the terms of the EULA; (b) grant Your end users who have agreed to be bound by, and are in compliance with, the EULA (Your “End Users”) access to the Licensed Software; (c) make the then-current user manual provided by Swift in connection with the Licensed Software (the “Documentation”) available to Your End Users; (d) demonstrate the Licensed Software to potential End Users; and (e) use the Licensed Software for training purposes. Ownership, rights and intellectual property in the Licensed Software, and in any customizations, modifications and new versions, as well as any work product or other intellectual property rights created or discovered in connection with the Licensed Software (including services specified in an addendum hereto) remain with Swift and its licensors and service providers. No rights to the Licensed Software are granted except as specifically provided herein. Unless You contracted for an unlimited number of Seats in the Order Form, Your use of the Licensed Software for more than the number of Seats contracted for will be subject to Swift’s then-current rates.

**1.4 Restrictions.** You may not: (a) copy, reproduce, translate, adapt, reverse engineer, decompile or modify the Licensed Software; (b) sell, resell, rent, lease, assign or otherwise transfer rights to the Licensed Software; (c) translate all of any portion of DiLL onto or into other computer software; (d) distribute, provide or otherwise make available the Licensed Software in any form to any person other than as explicitly specified herein (for the avoidance of doubt, you may not permit access to the Licensed Software as hosted on Your server by any other entity or from any other campus or location separated geographically from Your site); or (d) translate all or any portion of the Licensed Software onto or into other computer software. You acknowledge that the Licensed Software and the Documentation are protected

by copyright laws and international copyright treaties, as well as other intellectual property rights and treaties. You will not, during or any time after the termination of this Agreement or discontinuance of the Licensed Software, commit or permit any act which infringes those intellectual property rights. Further, You acknowledge that certain marks identified as registered or unregistered trademarks or service marks are the exclusive property of Swift or its licensors or service providers, and that no right to use such marks is granted pursuant to this Agreement. You will not remove, alter or combine with any other mark or symbol, any marks contained in the Licensed Software or provided by Swift. You agree that Your usage of the Licensed Software will be in compliance with all system-mandated rules and limitations on operation contained in the Licensed Software.

**1.5 Authorized Use.** You are responsible for promptly notifying Swift of any suspected use of the Licensed Software that is not authorized by this Agreement.

**2. Installation, Training and Support.** Swift’s provision of installation, training or support services (“Support Services”) is subject to the then-current Swift Service Level Agreement (the “SLA”), available at <http://www.swifteducation.com/policies/services.pdf>, which is deemed incorporated herein by reference. Subject to Your payment of the applicable fees for Support Services, if any, as set forth in the Order Form, Swift will provide You with Support Services during the Term as outlined in the SLA. If You request additional training or support services beyond the Support Services, and Swift agrees to provide such services, then Swift shall provide You with such services at Swift’s then current rates and in accordance with the SLA. If You wish to reinstate Support Services following cancellation of such services, You must pay a reactivation fee. For the avoidance of doubt, Swift will not provide any updates, upgrades or other support with respect to the Licensed Software if You have not purchased the then-current applicable Support Services pursuant to the SLA.

**3. Content, Data and Materials.** You acknowledge that:

**3.1** You are responsible for the design, development, modification, content, backup and maintenance of any data, documents, forms, templates, information or other materials provided by You and Your End Users, or persons accessing the Licensed Software through Your facilities or logon information allocated to You (“Your Content”) to the Licensed Software. You retain all right, title and ownership in and to Your Content, subject to the licenses granted herein.

**3.2** You grant to Swift and its licensors and service providers an irrevocable, perpetual, royalty-free license, with the right to sublicense, to reproduce, publish, copy, distribute, create derivative works of, and transmit any educational content or lesson plans and any modifications, suggestions or feedback related to the Licensed Software provided by You or Your End Users (including the right to aggregate such content, data and materials with other data and distribution thereof to third parties, solely in a de-identified form) for purposes that include supplying the

Licensed Software, improving the Licensed Software and similar services, ensuring compliance with the terms applicable to the Licensed Software, and verifying the charges and payments applicable to the Licensed Software.

3.3 Without compensation to You, You grant Swift and its licensors and service providers the irrevocable, perpetual right to compile statistics about Your use of the Licensed Software, and to otherwise evaluate and improve the Licensed Software based on Your usage, and to make such statistics available to third parties solely in a de-identified form.

3.4 You agree to immediately notify Swift of, and You authorize Swift to amend or delete, any or all of Your Content, whether Swift becomes aware through You, a third party or otherwise, that Your Content is, is alleged to be, in breach of copyright, illegal or are not appropriate in Swift's opinion to be accessed by or through the Licensed Software.

#### **4. Termination.**

4.1 **By Swift.** Swift may terminate this Agreement immediately if You or Your End Users breach this Agreement and failed to cure a breach that can reasonably be cured within 10 days of notice of breach by Swift.

4.2 **Effect of Termination or Non-Renewal.** Upon termination of this Agreement: (a) You may no longer access or use the Licensed Software; (b) You may not make the Licensed Software available to new End Users; (c) any unpaid obligations will immediately become due; and (d) except as provided herein, each party shall return or destroy the other party's Confidential Information within 15 days of termination or expiration of this Agreement, and certify in writing of such return or destruction to Swift.

4.3 **No Liability on Termination.** You acknowledge that Swift will incur no liability for any damage that You or Your End Users suffer incident to termination or expiration of this Agreement in accordance with its terms.

4.4 **Suspension of Service.** Swift may, in its sole discretion, immediately suspend the provision of any or all services hereunder in the event that (a) Swift believes that suspension is necessary to protect the security or integrity of the Licensed Software; (b) any invoice remains unpaid for more than 30 days after the date such invoice became due and payable; or (c) in the event of any breach of the terms of this Agreement by You or Your End Users. Provided that this Agreement remains in effect and that You and Your End Users are in compliance with all terms and conditions contained herein, Swift will promptly restore the provision of such services upon payment of all amounts due; however, Swift reserves the right to charge a reactivation fee prior to resuming services.

#### **5. Confidential Information.**

5.1 **Definition.** "Confidential Information" includes all information disclosed by one party to the other party that a reasonable person would expect was intended to be confidential, including but not limited to (a) any and all non-public, proprietary or confidential business information or data related to the disclosing party, or such party's

operations, employees, services, or customers, that does not constitute a trade secret, including any such information of which the receiving party becomes aware as a result of its performance under this Agreement; (b) trade secrets, whether in oral, written, or electronic form; and (c) the terms of this Agreement. With respect to Swift, the Confidential Information includes the Licensed Software, Documentation, and any source code, object code, data structures, methods, algorithms, flowcharts, and other information and materials related to the Licensed Software.

5.2 **Use.** The parties hereby acknowledge that their personnel may access information that the other party deems to be confidential or proprietary and that has commercial value. Except as provided in this Agreement, each party shall: (a) not disclose the Confidential Information to any third party, other than to its employees or agents that have a need to know and a legal duty to protect the Confidential Information; (b) use at least a reasonable standard of care to prevent disclosure of the other party's Confidential Information; and (c) protect the other party's Confidential Information in the strictest confidence. Except as provided by this Agreement, neither party may: (i) use the other party's Confidential Information; (ii) acquire any right in or assert any lien against the other party's Confidential Information; or (iii) refuse to promptly return, provide a copy of, or destroy the other party's Confidential Information upon request of the other party. The receiving party shall immediately notify the disclosing party upon gaining knowledge of any disclosure, loss, or use of the disclosing party's Confidential Information in violation of this Agreement. The limitations within this paragraph do not apply to any information that: (1) was in the public domain at the time of disclosure or became a part of the public domain after disclosure through no fault of the disclosing party; (2) was independently developed by the receiving party; (3) was provided to the receiving party by a third party who had a lawful right to such information without a breach of duty owed to the disclosing party; or (4) is required to be disclosed by law, provided that the party so required to disclose the Confidential Information shall notify the other party (if legally permissible) and shall provide reasonably necessary information to enable the other party to take action to protect such party's interests. The covenants of confidentiality set forth herein shall survive the termination of this Agreement for a period of 3 years; provided that confidentiality obligations related to trade secrets survive for so long as the disclosing party seeks to protect such information as a trade secret under applicable law.

#### **6. Warranties; Disclaimer; Remedies.**

6.1 **Limited Warranties.** Swift warrants to You that the Licensed Software materially complies with the specifications as set forth in the Documentation. If You have ordered services pursuant to this Agreement, Swift warrants that the services will be performed in a competent and workmanlike manner. Swift will, as Your sole and exclusive remedy, reperform any such services not performed in compliance with such warranty brought to Swift's attention in writing in reasonable detail within a reasonable time after performance of such services.

**6.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE LICENSED SOFTWARE, SERVICES AND DELIVERABLES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE OR DEALING, USAGE OF TRADE, TITLE, AND NONINFRINGEMENT. For instance, this means that Swift does not warrant that the Licensed Software will: (a) satisfy Your or Your End Users' requirements; (b) operate in an uninterrupted or error-free manner; or (c) be compatible with Your existing hardware software or environment. Swift does not and cannot control the flow of data to or from the Licensed Software or other portions of the Internet, because Swift cannot guarantee that Your connection to the Internet will not be impaired or disrupted; accordingly, Swift hereby disclaims any and all liability resulting from or related to such events. Your sole remedy for breach of these warranties (and, to the extent that any warranty described above as excluded cannot legally be excluded, Your sole remedy for such warranties, if permitted by law), is for Swift, at its option, to repair or replace the Licensed Software, or to refund You the amounts paid by You during the then-current Initial Term or Renewal Term, as applicable.

**7. Responsibility for End Users.** You shall be liable to Swift for all actions of Your End Users under this Agreement, to the same extent as if You had committed such actions Yourself. You may not make any representations or warranties regarding the Licensed Software except to the extent contained in written materials provided by Swift. You will be responsible for any costs or expenses, including any reasonable attorneys' fees or collection costs, incurred by Swift in the course of enforcing its right under this Agreement.

**8. Indemnity.**

**8.1 Mutual.** Each party shall defend and indemnify the other party, its employees, officers, directors and agents from and against any claim, loss, costs (including reasonable attorneys' fees), expenses, demands or liability brought by a third party ("**Claims**") relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel or agents hereunder.

**8.2 By You.** You shall defend and indemnify, Swift, its employees, officers, directors, agents, licensors and service providers from and against any Claim arising out of or resulting from (a) the reproduction, distribution, use, misuse or service of the Licensed Software (or from any derivative works); (b) Your Content, regardless of the legal theory under which liability is asserted; (c) breach of any obligation of You or Your End Users hereunder.

**8.3 By Swift.** Swift shall defend and indemnify You against any Claim alleging that the Licensed Software infringes any third party intellectual property rights to the extent that:

(a) Your use of the Licensed Software was in accordance with the terms of this Agreement; and

(b) Infringement did not arise from Your refusal to accept updates to the Licensed Software or from Swift's modification of the Licensed Software as instructed in writing by You.

In the event any such indemnity claim is asserted, Swift, or its licensors or service providers, may without limitation, at Swift's option and as Your sole remedy:

(a) Obtain such rights and/or licenses from the claimant as may be necessary to enable You to continue using the Licensed Software;

(b) Modify the Licensed Software with respect to which such claim is asserted so as to avoid further claimed infringement by such person; or

(c) Refund You the fees for the Licensed Software paid by You during the then-current Initial Term or Renewal Term, as applicable.

**8.4 Indemnification Procedure.**

(a) The indemnified party must promptly notify the indemnifying party in writing of any indemnifiable claim;

(b) The indemnified party authorizes the indemnifying party (and/or its licensors, as applicable) to assume sole control over the defense of any such claim thereafter, together with the right to settle or compromise such claim, where the settlement is subject to prior approval by the indemnified party, which will not be unreasonably withheld, provided any settlement would not require the indemnified party to admit any wrongdoing or to make any payment; and

(c) The indemnified party must available to the indemnifying party all information, assistance and authority as may be requested by the indemnifying party in order to enable the indemnifying party to defend any such claim.

**9. Limitation of Liability.** SWIFT'S (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) CUMULATIVE LIABILITY TO YOU, END USERS AND/OR ANY THIRD PARTIES FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY YOU TO SWIFT IN THE THEN-CURRENT INITIAL TERM OR RENEWAL TERM, AS APPLICABLE, PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. NEITHER SWIFT NOR ITS LICENSORS OR SERVICE PROVIDERS ARE LIABLE TO YOU OR YOUR END USERS FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF SWIFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Publicity.** During the Term, Swift may publicly identify You as one of its customers, including by displaying Your name and logo on its website and in its marketing materials, subject to compliance with design specifications provided by You. However, neither party may issue press releases or distribute similar marketing materials containing detail about the scope of this Agreement, without the written consent of the other party.

**11. Exclusivity.** You shall not use Confidential Information of Swift or other materials provided hereunder (a) in connection with the development of any product or service that could be used as a substitute or replacement for the Licensed



Software, or (b) for the purpose of competing with, or aiding a third party to compete with, Swift.

**12. Amendment.** This Agreement may only be modified in writing signed by You and a Swift authorized officer, including through a written amendment or addendum hereto. Swift may modify or amend the SLA at any time, by providing notice to You, through the email, fax or mailing address information provided in the Order Form. The SLA as modified or amended governs any service provided to You after notice of such revisions. Any revised versions of the EULA governs upon acceptance thereof (by clicking "I accept" or otherwise).

**13. Insurance.** You shall obtain and carry in full force and effect commercial general liability insurance which shall protect You and Swift as an additional insured with respect to events covered by Section 8 above.

**14. Force Majeure.** Swift is not liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, terrorist acts, Internet outages, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials.

**15. Independent Contractors.** The parties are independent contractors and not business partners. The Agreement does not create a joint venture, partnership, franchise, employer-employee or agency relationship between the parties, and neither party has legal authority to bind the other.

**16. Severability.** If any provision of this Agreement is, becomes or is held illegal, invalid, unenforceable or void for any reason, this Agreement will remain otherwise in full force apart from such provision, which will, if possible, be modified to the extent required to make it valid and enforceable or otherwise be deemed deleted. Regardless, the illegality, invalidity or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

**17. Non-Waiver.** Failure or neglect by either party to enforce at any time any of the provisions of this Agreement will not be construed or deemed to be a waiver of that party's rights under this license.

**18. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, except in connection with the merger of the assigning party or the transfer of all or substantially all of its assets or business. This Agreement is binding on all successors or

assigns of either party. Swift may engage subcontractors, service providers and licensors to perform or provide the Licensed Software and to otherwise meet its obligations hereunder.

**19. Governing Law; Venue.** This Agreement will be construed, interpreted and governed by the laws of the State of Illinois. The UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded from application to this Agreement. You submit to the exclusive jurisdiction of the Federal and State courts located in Cook County, Illinois, USA.

**20. Entirety.** This Agreement (including the EULA, SLA and other attachments, addenda and materials referenced herein) constitutes the entire agreement between You and Swift with respect to the subject matter herein and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In the event of any conflict between the terms hereof and the terms of the EULA or any other attachments or materials, the terms hereof will take precedence; provided that terms and conditions that are in addition to, or more restrictive with respect to the use of the Licensed Software than, the terms hereof will not be deemed in conflict herewith unless this Agreement specifically references and expressly contradicts such terms. The terms of an addendum hereto that contradicts the terms hereof with respect to a specific service will take precedence over the terms hereof with respect to such specific service. Neither Swift's acknowledgment of a purchase order nor Swift's failure to object to conflicting or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

**21. Limitation on Claims.** No action, regardless of the form or substance, arising out of, or relating to, this Agreement, may be brought by either party or any End User more than 1 year after a party or any End User knew or should have known of the event giving rise to such cause of action.

**22. Compliance with Law.** You shall take such actions as are required to ensure that Your and Your End User's use, provision and/or resale of the Licensed Software complies with any laws, statutes, regulations, decrees or orders applicable to Your licensing or sublicensing of the Licensed Software (including but not limited to, laws regarding privacy, export and import).

August 14, 2023

## PSBA Liaison Digest Summary Update (from 7/31/23)

### Start Strong: Developing a District Onboarding Plan for New Directors

In December 2023, following the November elections, school boards across Pennsylvania will welcome new directors to their governance team. These directors often arrive full of ideas, energy and a desire to make an immediate impact. School districts that are strategically focused will be able to welcome these new members and provide them with the guidance, resources and conversations they need to become effective and well-informed officials.

Join PSBA on September 13, 2023, for Start Strong: Developing a District Onboarding Plan for New Directors. This event will be held from 9:15 a.m. to 3:00 p.m. at the PSBA headquarters in Mechanicsburg.

#### **Event highlights:**

- Discussion around the need for onboarding
- Review guidance in policy for new member orientation
- Highlights of the state's school director training requirements
- Share promising practices in welcoming and integrating new board directors
- Each attendee will leave with a copy of:
  - PSBA's New School Director Onboarding Manual
  - Onboarding Leadership Guide
  - New Director First Year-At-A-Glance calendar

[Click here to register on myPSBA](#)

---

### Safe and Sound: Improving School Safety and School Mental Health

This year's pre-conference event will be held on Sunday, October 15, and will highlight two tracks of sessions, focusing on the physical security aspects of school safety and the student support and mental health needs of schools.

Attend Safe and Sound: Improving School Safety and School Mental Health for sessions that will address school safety and security assessments, trauma-informed approach, staff training, and establishing teams and programs to best meet the physical and mental health needs of your students and staff.

***Please note: registration for the pre-conference event is separate from conference registration.***

[Click here to register on myPSBA](#)

---



# 2023 PASA-PSBA School Leadership Conference

The PASA-PSBA School Leadership Conference is all about professional development that addresses your needs, interaction with other attendees, and opportunities to be refreshed and inspired. Join us in the Poconos on October 15 - 17, 2023, at Kalahari Resorts & Conventions.

## ***This year's highlights:***

- This year's event kicks off in the evening on Sunday, October 15, 2023, with the PA Public Education Foundation's **PA Education Innovation Awards** and **Student Showcase**.
- **Opening keynote speaker:** Dr. Christine Porath is a visiting faculty member at Kenan-Flagler Business School at the University of North Carolina at Chapel Hill. She is an associate professor at the McDonough School of Business at Georgetown University as well as a consultant working to help people and communities thrive.
- **Closing keynote speaker:** Gregory Offner is a renowned workplace experience strategist and award-winning keynote speaker. As founder of the Global Performance Institute, he helps organizations engage and retain employees who deliver purposeful, profitable performances each day at work.
- **Central Park:** We are excited to unveil the integration of Central Park at the 2023 School Leadership Conference. Set in the middle of a bustling exhibit hall is a featured attraction of greenery, streetlights and open meadows ideal for networking and park games.
- **EdPAC mini golf:** For a \$5 donation to benefit EdPAC, play the nine-hole course in the exhibit hall to compete for a trophy, bragging rights and the coveted title of Mini Golf Putting Champion! In addition, you have the opportunity to vote for your favorite hole – each one was designed and constructed by an exhibitor.
- **Conference mobile app:** The mobile app provides a variety of connection opportunities before, during and even after the conference. In addition, you can customize your conference schedule, participate in the exhibit hall challenge and receive the most up-to-date announcements.

[Click here to register on myPSBA](#)

---

## Required School Director Training

Beginning in December, PSBA will offer new and advanced required school director training both in person and virtually. The Pennsylvania Department of Education (PDE) named PSBA an approved provider of required school director training. Your association has more than 125 years of statewide expertise in school law, policy, finance and ethical governance, so you can be sure you're receiving the highest quality learning, relevant to your school director's role.

Dates and locations will be available at the end of the summer. Keep an eye on our website and regular newsletters for additional details coming soon!

[Click here to learn more about RQD](#)

---

# PSBA Member Outreach

PSBA's Outreach team connects members with the services and programs available to you through your association. Contact us today!

**Senior Director of Member Outreach:** [Becky Dussinger](#)

**Member Outreach Manager - Western PA:** [Lena Hannah](#)

**Member Outreach Manager - Central PA:** [Jessica Portz](#)

**Member Outreach Manager - Eastern PA:** [Colin Dempsey](#)

**Member Outreach Coordinator:** [Vicky Lacour](#)

[Click here for the PSBA section map](#)

---

## PSBA Sectional Advisors

PSBA sectional advisors serve as a principal representative and sounding board for their section and as a volunteer voice of the local membership to provide ongoing feedback to PSBA staff related to local issues and areas of concern.

### Western PA

W-1: TBD

W-2: [Erik Meredith](#), East Allegheny School District

W-3: TBD

W-4: TBD

### Central PA

C-1: [Ronald Cole](#), Sayre Area School District

C-2: [Thomas Kerek](#), Kane Area School District

C-3: [Al Moyer](#), Gettysburg Area School District

C-4: [April Fry](#), Northern Cambria School District

### Eastern PA

E-1: [Holly Arnold](#), Tunkhannock Area School District

E-2: [Karen Beck-Pooley](#), Bethlehem Area School District

E-3: [Robin Goodson](#), School District of Lancaster

E-4: [Amy Goldman](#), Radnor Township School District

[Click here for the PSBA zone map](#)

**PSBA Liaison Digest Summary Update (from 7/24/23)**

## School Leadership Conference: hotel and transportation information

Planning to attend the PASA-PSBA School Leadership Conference in October? Make a plan to stay on site at Kalahari Resorts & Conventions and receive the preferred room rate by booking now. Find more information at [PASchoolLeaders.org](https://PASchoolLeaders.org).

Coming from across the state? Leave the driving to PSBA! This year, PSBA is providing complimentary bus transportation from two pickup locations in western PA on a first come, first served basis. Enjoy a comfortable ride to and from the conference. Select the bus transportation option during the registration process on myPSBA.org.

[Click here to learn more](#)

---

## Deadline extended: nominations for PA Education Innovation Awards

Submit your nominations for the [Pennsylvania Education Innovation Awards](#) recognizing innovative leaders in public schools in three categories:

- ***Innovative School Board Award***
- ***Innovative School Leader Award***
- ***Innovative Teacher Award***

The annual award will be presented as a part of the PA Public Education Foundation Awards and Student Showcase event on October 15 from 7:00-9:00 p.m. Each award will also include a financial gift and other recognition. Nominations will now be accepted through **August 21, 2023, at 5:00 p.m.**

[Click here to submit a nomination](#)

---

## Apply now to be part of the Keystone Classroom Initiative

The America250PA 2023-24 [Keystone Classroom Initiative](#) (KCI) application is now open! If your school did not get the chance to experience a KCI visit yet, NOW is your chance.

The Keystone Classroom Initiative is a storytelling and visitation program for preschool through fourth grade classrooms, children's hospitals and youth camps across the commonwealth. Along with an age-appropriate historical reenactor, storyteller, local celebrity or mascot, America250PA will visit children across Pennsylvania to educate them about our shared Pennsylvania story, as well as distribute our originally-designed America250PA coloring book and related materials.

[Click here to apply](#)

---

## Arrive early to conference for our pre-con

This year's pre-conference event, held on Sunday, October 15, will highlight two tracks of sessions, focusing on the physical security aspects of school safety and the student support and mental health needs of schools.

Attend Safe and Sound: Improving School Safety and School Mental Health for sessions that will address school safety and security assessments, trauma-informed approach, staff training, and establishing teams and programs to best meet the physical and mental health needs of your students and staff.

***Please note: registration for the pre-conference event is separate from conference registration.***

[Click here to register](#)

---

## Name your voting delegates for hybrid Delegate Assembly 2023

The [PSBA Delegate Assembly](#) is the association-wide business meeting that includes platform and bylaws consideration, financial updates and leadership election results. The 2023 Delegate Assembly will occur on Saturday, November 4 at 9:00 a.m., as a hybrid event. Appointed delegates will have the option to choose whether they want to attend the event virtually or in-person. The in-person gathering will be held at PSBA headquarters in Mechanicsburg. Access for in-person attendance will be available for the first 120 delegates who choose this option when registering. All remaining delegates will be able to participate fully via Zoom.

**Each PSBA-member entity is entitled to have at least one voting delegate at the meeting.** Only school directors and school board secretaries, along with members and secretaries of the governing body of other PSBA member entities, are eligible to serve as delegates. After your board votes on who will be its delegate, [please submit the information via this link](#) by **August 25 no later than 5:00 p.m.** [Click here for more details](#). Questions about the Delegate Assembly or the appointment of delegates should be directed to Fawn McClure at (717) 506-2450, ext. 3321 or [fawn.mcclure@psba.org](mailto:fawn.mcclure@psba.org).

---

## Save the date for upcoming COSSBA events

COSSBA will host several events in the coming months. Click the links below for more information and registration, or visit [COSSBA.org](https://cossba.org).

- **August 24-25, 2023:** [Urban Boards Alliance Annual Symposium](#), Chicago, Illinois
- **September 25-27, 2023:** [Federal Advocacy Conference](#), Washington, DC
- **October 18, 2023:** Urban Boards Alliance Webinar Series, episode 3 (more information coming soon!)
- **February 22-25, 2024:** [COSSBA Annual Conference](#), Dallas, Texas

**PSBA Liaison Digest Summary Update (from 7/17/23)**

# PSBA announces additional SLC keynote: Gregory Offner

Author, award-winning speaker and renowned workforce strategist, Gregory Offner is the founder of the Global Performance Institute. He helps organizations around the world diminish disengagement while amplifying the passion and performance of the people they employ. In addition to his international business and leadership acumen, he holds advanced professional designations in the fields of risk management, organizational development, Lean/SixSigma, and positive psychology.

Gregory will be the closing keynote speaker at the 2023 PASA-PSBA School Leadership Conference. Visit [PASchoolLeaders.org](https://PASchoolLeaders.org) for more conference information, including how to register.

[Click here to learn more](#)

## Meet the PSBA team

### ***Cytha Guynes, Associate Director of Professional Development***

Cytha joined the professional development team at PSBA in 2022. Previously, she worked as a math teacher in the Carlisle School District, and as a teacher and principal in Mississippi, where she began her career in education as a Teach for America corps member. A PA native, Cytha is a graduate of Gettysburg Area High School. She completed her bachelor's degree at Mary Baldwin College, her master's at The University of Mississippi, and is currently a doctorate candidate at Shippensburg and Millersville Universities. While public education is Cytha's passion, she is a voracious reader, an amateur foodie, loves travelling and spending time with her family.

As the associate director of professional development at PSBA, Cytha primarily focuses on building and developing learning opportunities on a culture of belonging and student-centered approaches. Drawing on internal and external expertise, Cytha's responsibilities include creating, sequencing and facilitating relevant and engaging learning experiences across a variety of training topics and platforms. She also assists with evaluating all professional development team services through feedback loops to identify areas of need and development. If you have not yet met Cytha, please reach out and say hello. Perhaps you'll see her leading your next board workshop or facilitating a team discussion!

*Watch this space for introductions to more PSBA staff in future editions.*

[Click here to learn more about PSBA professional development](#)

---

## 2023 Start Strong: Developing a District Onboarding Plan for New Directors

Following the November elections, Pennsylvania's school boards will welcome new directors to their governance team. At PSBA's Start Strong event, learn the best strategies for integrating these new members to become effective and well-informed officials. Attendees will review guidance in policy on new member orientation, school director training requirements and onboarding best practices, and will receive materials to support the onboarding process in their districts. Register now on myPSBA for the workshop on September 13, 2023, from 9:15 a.m. – 3:00 p.m. at PSBA headquarters in Mechanicsburg.

[Click here to learn more](#)

---