Derry Township School District Board of Directors Meeting December 12, 2022 Summary Minutes - XI

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Mr. Singer at 7:03 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, Mike Rizzo, Ericka Schmidt, Kathy Sicher, and Terry Singer

Members Absent: None

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

Student Board Representatives in Attendance: Olivia Fosterer, and Disha Patel

Solicitor: William Zee

Staff/Public in Attendance In-Person: Phil Ayala, Michael Davies, Bill Fisher, Sarah Karpel, Andrew Maya, Mike Montedoro, Sheryl Pursel, Jason Reifsnyder, Aaron Shuman, and members of the Hershey Soccer Team and coaches.

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Erik Barber, Bob Bert, Catherine Burys, Michelle Davies, Alex DeCicco, Lauren Doliner, Katherine English, Kelly English, Jacqueline Fuentes-Gillespie, Jena Funck, Anna Gawel, Scott Harman, J Hynes, Melissa Kaminski, Missy Kunder, Ashley Mantheiy, Jill McGrorty, Angela Mullen, Laura Pavone, Lindsey Schmidt, Todd Shaffer, Angie Shipper, Melissa Shultz, Tim/Carol Smith, John Spru, Heidi Stine, Laura Wade

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

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

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0

Not Cast: 0

2. INFORMATIONAL AND PROPOSALS

2.a. Presentation - Soccer Team State Champions

Minutes

Mr. Montedoro and Mr. Maya spoke regarding the Soccer Teams' successful season and championship win. The members of the team each stated their name, grade, and position played. Mr. Singer then read a Proclamation by the Board proclaiming December 12, 2022 as Hershey Boys Soccer Team Day.

2.b. President Communications

Minutes

Mr. Singer announced the Board met in Executive Session prior to tonight's meeting to discuss matters of personnel and then read a statement regarding the recent developments of a teacher at the middle school.

2.c. Recognition of Citizens (Agenda Items)

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

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

Minutes

There were no citizens requesting recognition by the Board.

2.d. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of five submissions during the month of November.

2.e. Standing Committee Meeting Report

Minutes

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

- Act 158 graduation requirement revisions
- Course revisions and an addition approved for review in 30 days
- Textbook proposals for consideration in 30 days

2.f. Student Representatives' Report

As per Board Policy 004.1, the purpose of having two non-voting Student Representatives on the Board is to establish a communication link between the Board of School Directors and the student body of Hershey High School. The position will serve in presenting the students' viewpoints to the Board.

Minutes

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

- Congratulations Alicia Xie and Bryant Liu for All Eastern Orchestra selections
- \bullet Band, Orchestra, and Choir had a successful Winter Concert Wednesday, 12/7
- Band, Orchestra, and Choir will be performing for all 3 DTSD buildings on December 21st
- 12 HHS students made District Orchestra
- 14 HHS students made District Band
- Mini-THON is hosting juniors vs. seniors volleyball game on December 22
- For every good deed by a student the HHS Student Council is providing a snowball equal to \$1 that the student can donate to either team of their choosing
- Environmental Club held a school wide zoom that helped start recycling up again
- Basketball had a successful tournament
- Elementary school hosted their Snowball Express last week
- NHS is gearing up for a New York City Trip
- Hershey Competition Cheer Qualified for Nationals
- HHS is having a winter spirit month with festive activities and spirit days
- Elementary school is having a 12 days of holiday cheer celebration
- Early decision and early action results for colleges are coming out this week

- **2.g. Anticipated Agenda Items for the Next Board of Directors Meeting** The following items will be on the Agenda for the next Public Board of Directors Meeting:
- 1. Approval of December 12, 2022 Board of Directors Summary Minutes
- 2. Staff Development/Conferences LRP Special Education Law Conference
- 3. Staff Development/Conferences PMEA
- 4. Americhem Renewal
- 5. Dauphin DataCom
- 6. Haller Renewal
- 7. Corrective Action Plan Transportation

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew the Consent Agenda items were approved.

Vote Results

- Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
- Nay: 0
- Abstain: 0
- Not Cast: 0
- 4.a. Approval of Summary Board of Directors Meeting Minutes November 21, 2022
- 4.b. Approval of Summary Board of Directors Reorganization Meeting Minutes

4.c. Request for the Use of School Facilities

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

Group:

Hershey Boys Basketball Boosters

Saturday, February 18, 2023 7:30a.m. - 10:00 p.m.

Date/Time:

Sunday, February 19, 2023 - 7:30 a.m. - 7:00 p.m.

Requested Facility:

High School Middle School, & ECC Gym and Lobby

Event:

Chocolatetown Youth Basketball Tournament

Gym Rental: \$80 per hour, per gym (approximately

\$6,720.00)

Fee:

Custodian: \$44.09 per hour, per custodian -

(approximately \$3,703.56)

Total Fees: Per policy 707-AR-0, page 2 item 1. School-Related Organizations/Activities, paragraph 2 "Such organizations or groups shall be exempt from any facility

use fee".

Exempt Amount: \$6,720.00

Total Custodian Fees: Approximately \$3,703.56

Group:

Joy of Sports - Men's Senior Basketball

Tuesdays & Thursdays - half of gym (w/divider during

HYBA season)

Date/Time:

January 3. - June 29, 2023 5:30p.m. - 7:00 p.m.

*Gym unavailable Thursday, January 19, 2023

Requested

Facility:

Elementary Gym

Event:

Pick-Up Basketball Games

Fee:

None

4.d. Approval of Field Trip/Excursion - Indoor Percussion & Indoor Color Guard

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

Group:	Indoor Percussion & Indoor Color Guard
Number of Participating Students:	40 (approximately)
Grade Level:	9-12
Destination:	Wildwood, NJ
Purpose:	2023 Tournament Indoor Association Atlantic Coast Championships
Departure:	5/3/23
Return:	5/7/23

Trip Leader:	Brandon Buterbaugh, & Kaitlin Obielecki

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

4.e. Approval of Student Club - Stitched!

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

4.f. Finalsite Agreement

The Administration recommends the approval of the Finalsite Agreement.

4.g. Interfund Transfers

The Administration recommends the approval of the following interfund transfers as budgeted for 2021-2022 to close out the 2021-2022 fiscal year:

- 1. Transfer from General Fund to Capital Reserve Fund in the amount of \$1,000,000
- 2. Transfer from General Fund to Food Service Fund in the amount of \$150,000

4.h. Hershey Little League Permission to Submit Requests for the Use of Facilities

The Administration recommends the approval of Hershey Little League to submit Requests for the Use of Facilities effective December 13, 2022.

4.i. Approval of Bus Purchase

The Administration recommends the Board approve the purchase of the listed buses utilizing the Sourcewell purchasing contract in lieu of the bidding process for school buses. The delivery date is estimated for June 2023.

Amount	Description	Cost per Unit
2	Blue Bird Vision Propane School Bus - 77 Passenger	\$125,535.00
	Total	\$251,070.00

4.j. School Physician of Record Amended Agreement

The Administration recommends the approval of the amended agreement with Pinnacle Health Medical Services and Dr. Denise Dhawan to serve as the school district's Physician of Record for the 2022-2023 school year.

5. NEW BUSINESS

5.a. Gettysburg College Affiliation Agreement

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and Gettysburg College effective December 12, 2022.

Minutes

Following a motion by Dr. Koch and a second by Mrs. Memmi the affiliation agreement between Derry Township School District and Gettysburg College, effective December 12, 2022, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0
Abstain: 0
Not Cast: 0

5.b. Wilkes University Affiliation Agreement

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and Wilkes University effective December 12, 2022.

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Schmidt the affiliation agreement between Derry Township School District and Wilkes University effective December 12, 2022, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0 Abstain: 0 Not Cast: 0

5.c. Revised Tax Collector Agreement

The Administration recommends the approval of the revised Tax Collector Agreement with Derry Township Tax Collector and Dauphin County/Office of County Treasurer for the collection of school district real estate taxes beginning February 1, 2023. This is to revise the

agreement that was previously board approved September 12, 2022 in order to change the start date of the agreement to February 1, 2023.

Minutes

Following a motion by Dr. Koch and a second by Ms. Drew the Revised Tax Collector Agreement was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0 **Abstain:** 0

Not Cast: 0

5.d. Tax Collector Agreement with Keystone Collections Group

The Administration recommends the approval of the Tax Collector Agreement with Derry Township Tax Collector and Keystone Collections Group.

Minutes

Following a motion by Dr. Cronin and a second by Mr. Rizzo, the Tax Collector Agreement with Keystone Collections Group, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0 **Not Cast:** 0

5.e. Resolution 2022-02 Authorizing the Waiver of Additional Late Fee Charges of Real Estate Taxes - Act 57 of 2022

The Administration recommends the adoption of Resolution 2022-02 authorizing the waiver of additional charges for the late payment of real estate taxes in certain circumstances to comply with Act 57 of 2022.

Minutes

Following a motion by Dr. Cronin and a second by Mr. Rizzo, the Resolution 2022-02 - Act 57 Waiver, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0 **Not Cast:** 0

$5.f.\,$ Resolution 2022-03 , Tax Collector, to appoint Keystone Collections Group

The Administration recommends the adoption of Resolution 2022-03, Tax Collector Resolution, to appoint Keystone Collection Group

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher, the Resolution 2022-03 appointing Kratzenbert & Associates, Inc. (d/b/a) doing business as Keystone Collections Group, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0 **Abstain:** 0

Not Cast: 0

5.g. Resolution 2022-04, Local Services Tax

The Administration recommends the adoption of Resolution 2022-04, Local Services Tax

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Cronin, the Resolution 2022-04, Local Services Tax, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0 **Abstain:** 0 **Not Cast:** 0

5.h. Resolution 2022-05, Occupation Tax

The Administration recommends the adoption of Resolution 2022-05, Occupation Tax

Minutes

Following a motion by Mrs. Memmi and a second by Dr. Koch, the Resolution 2022-05, Occupation Tax, was approved.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0 **Abstain:** 0

Not Cast: 0

5.i. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified:

Petrewicz, Gary

Bus Driver

Transportation Reason: Personal

Effective: 12/07/2022 (retroactive)

Reuwer, Krista

Paraprofessional

High School

Reason: Personal

Effective: 01/01/2023

Withrow, Michael

Paraprofessional (Self-Contained Classroom)

Intermediate Elementary School

Reason: Personal

Effective: 11/23/2022 (retroactive)

Minutes

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

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0
Abstain: 0
Not Cast: 0

5.j. Personnel - General

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

Transfer of Act 93:

Fuentes-Gillespie, Jacqueline* (new position)

From: Assistant Principal

Middle School

To: Acting Principal

Middle School

Effective: 1/3/2023

Professional:

Bleacher, **Abigail** (replacing Alicia Bohn)

Kindergarten Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$55,765 (pro-rated)

Effective: TBD through the end of the 2022-23 school year (pending

receipt of PA Teaching Certificate and Official Transcripts)

Crocker, Rachel*

Grade 2 Teacher

Primary Elementary

Long-Term Substitute

Bachelors, Step 1

Salary: \$55,765 (pro-rated)

Extension Effective: 02/28/2023 through the end of the 2022-23

school year

Sheffy, Lauren (replacing Megan Ozimok Miller)

Grade 2 Teacher

Primary Elementary School

Long-Term Substitute

Bachelors, Step 1

Salary: \$55,765 (pro-rated)

Effective: TBD through the end of the 2022-23 school year (pending

receipt of PA Teaching Certificate and Official Transcripts)

Temple, Brianne (replacing Alyssa Duh)

Grade 1 Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$55,765 (pro-rated)

Effective: TBD through the end of the 2022-23 school year (pending

receipt of PA Teaching Certificate and Official Transcripts)

Transfer of Professional:

Mohn, Chelsea* (new position)

From: School Counselor

Middle School

To: Dean of Students

Middle School

Effective: 1/3/2023

Classified:

Bautista, Joselin (new position)

Food Service Worker District-wide Level A, 4.0 hours per day Salary: \$17.20 per hour Effective: 12/13/2022

Bobola, Heather (replacing Michael Leister)

Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: \$21.11 per hour
Effective: 11/28/2022 (retroactive)

Elmolahez, Nesreen (replacing Marilu Torregrosa Cortes)

Food Service Worker High School Level A, 4.5 hours per day Salary: \$17.20 per hour Effective: 12/13/2022

Gettle, Tina (replacing Donald Sickler)

Bus Driver Transportation Level A, 5.5 hours per day Salary: \$21.11 per hour Effective: 11/28/2022 (retroactive)

Schell, Ethan (replacing Melanie Chandler)

Paraprofessional (Self-contained Classroom) Intermediate Elementary School Level B, 6.5 hours per day Salary: \$18.34 per hour Effective: 12/13/2022

Transfer of Classified:

Torregrosa Cortes, Marilu* (new position)

From: Food Service Worker High School Level A, 4.5 hours per day Salary: \$17.20 per hour To: Food Service Worker

Elementary School

Level A, 4.5 hours per day Salary: \$17.20 per hour

Effective: 11/21/2022 (retroactive)

Limited Service Contract:

Fox, Kaitlvn*

Assistant Coach - H.S. - Cheerleading - Winter

Group: G, Step 9 Salary: \$2,675

Effective: 12/13/2022

Gorman, Ashley*

Outdoor Education Coordinator - M.S. - Kenbrook #3

Group E, Step 1 Salary: \$2,553

Effective: 12/13/2022

Graeff, Jov*

Math Counts Advisor - M.S. #2

Group G, Step 1 Salary: \$1,703

Effective: 12/13/2022

Smith, Hudson*

Marching Band Winter Indoor Percussion Instructor

Group: G, Step 2 Salary: \$1,824

Effective: 12/13/2022

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

2. The Administration recommends the approval of the following request in accordance with District Policy 339:

Rockmore, Wayne*

Bus Driver

Transportation

Uncompensated leave

Extension Effective: 10/28/2022 through 1/31/2023

Minutes

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

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0
Abstain: 0
Not Cast: 0

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

6.b. PSBA

Minutes

The PSBA report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

• Ms. Drew expressed gratitude to the middle school administration for planning and holding a social event that hasn't been held for the past couple of years due to the pandemic. She also shared the COCOA Packs special event, Presents Day, is tomorrow.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

• Two of DTSD's staff won awards, Dr. Lillenstein won the National Association of School Psychologist Advocate of the Year and Jason Pedersen for School Psychologist of the Year

7.c. Board President's Report

Minutes

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

8. RECOGNITION OF CITIZENS

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda or matters of District Governance not on the agenda. Those who speak are asked to follow the same guidelines outlined at the initial public comment portion of our meeting.

Minutes

There were no citizens requesting recognition by the Board.

9. ADJOURNMENT

Minutes

The meeting was adjourned at 7:59 p.m. following a motion by Mrs. Memmi and seconded by Mr. Rizzo.

Vote Results

Yea: 9 Robert Bennett, Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0
Abstain: 0
Not Cast: 0

Respectfully submitted,

Michele Agee (

Secretary to the Board

January 9, 2023

Terence A. Singer Board President

Derry Township School District Board Meeting December 12, 2022

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Virtual Attendance December 12, 2022 Board Meeting
Lisa Balanda
Mark Balanda
Erik Barber
Bob Bert
Catherine Burys
Michelle Davies
Alex DeCicco
Lauren Doliner
Katherine English
Kelly English
Jacqueline Fuentes-Gillespie
Jena Funck
Anna Gawel
Scott Harman
J Hynes
Melissa Kaminski
Missy Kunder
Ashley Mantheiy
Jill McGrorty
Angela Mullen
Laura Pavone
Lindsey Schmidt
Todd Shaffer
Angie Shipper
Melissa Shultz
Tim/Carol Smith
John Spru
Heidi Stine
Laura Wade



Derry Township School Board of Directors Recognition of Accomplishment

"WHEREAS, in 2022 the Hershey High School Boys Soccer Team also known as 'The Hershey Trojans' finished the season with an overall record of 22-3 with a tremendous season winning the State Soccer Championship, and

"WHEREAS, under the leadership and guidance of Head Coach Andrew Maya and Assistant Coaches Andrew Briggs, Stacey Latimer, and Tanner Therit, the Team competed in the PIAA Finals at the Eagle View Middle School Stadium against Springfield Township, with a double-overtime, sudden-death match, and

"WHEREAS, the Hershey Boys Soccer Team won the 2022 State Championship with a victory that will go down as one of the greatest moments in Hershey High School history, and

"WHEREAS, the Derry Township School Board Recognizes the Hershey High School Boys' Soccer Team for the accomplishments they demonstrated over the past several months and for their hard work, dedication, perseverance and love of the sport of soccer, and

"WHEREAS, after several months of dedication, team work, and fun for a very talented soccer team and their coaches, the Hershey High School Boys Soccer season came to a remarkable end by a winning score of 1-0.

"NOW, THEREFORE, BE IT RESOLVED that the Derry Township Board of School Directors, in recognition of the accomplishment of the Hershey High School Boys' Soccer Team, hereby proclaims December 12, 2022 as Hershey Boys Soccer Team Day. Dated at Hershey, Pennsylvania this 12th day of December 2022."

Derry Township School District



Request for Field Trip Form

Date Submitted: 10/28/22
Name of Group, Class or Organization: <u>Indoor Percussion & Indoor Color Guard</u>
Teacher(s) or Advisor(s): Brandon Buterbaugh
Destination: Wildwood, NJ
Transportation Provider: Charter Bus
Date of Departure: 5/3/23 Date of Return: 3:00 PM
Time of Departure: 5/7/23 Time of Return: 6:00 PM
Does this trip need board approval (overnight fieldtrip)? Yes No
Purpose of Trip: 2023 Tournament Indoor Association Atlantic Coast Championships
Approx 40
Number of Students Participating: Appox. 40 Grade level(s): 9-12
urriculum Connections
National Standard MU:Cr6.1.E.illa - Perform: Present
2. National Standard MU:Re9.1.E.IIIa - Responding: Evaluate
National Standard MU:Cr3.2.E.IIIb - Connecting #11
Names of All Staff Participating: (Check if a substitute teacher is required) BRANDON BUTERBAUGH PERCUSSION TBD Kaitlin Obielecki
Teacher(s) or Advisor(s) Signature: Date: 10/12/27

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

Total Trip Expense (Add Amounts for Lines A - F)					\$20,456			
F	Other Expenses (List): Truck/Trailer Expenses, Misc. Expenses				\$1500			
E Staff Substitutes (\$129 per substitute per day)					\$516			
D	Registration/Entrance Fees	\$250	40	\$10000	\$250	4	\$1000	\$11000
С	Meals						•	
В	Lodging							
A	Transportation	\$186	40	\$7440				\$7440
	Field Trip Costs	Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount

	Field Trip Funding Sources	Fee	Qty.	Amount
G	Fees paid by Student/Family	\$473.50	40	\$18,940
Н	Fees paid by Chaperone	\$250	4	\$1,000
I	PTO/Booster Club (specify)		, , , , , , , , , , , , , , , , , , ,	
J	Activity Account (specify)	· .	·	
K	Department Budget (specify) SUBSTITUTE			\$516
L	Other (specify)		· · · · · · · · · · · · · · · · · · ·	, "
	Total Tri	p Funding (Add Amounts fo	or Lines G - L)	\$20456

Plan to cover costs for students with an economic hardship:

Scholarship from Inst. Music Boosters

Explanation if Funding Sources are less than Field Trip Costs:

<u>Appr</u>	oval/Disapproval		
Building/Supervisor's Principal: Assistant Superintendent for Curriculum & Instruction:	Approved X	Disapproved	
Reason for Disapproval:			
Principal's/Supervisor's Signature: 44004454	MUCL Date Proce	essed: 11/2/22	<u> </u>
Superintendent's Signature: Collection	Date Proce	essed: 11/8/22	

To:

Board of School Director

From: Lindsey Schmidt

Re:

Proposal to add a club at Hershey High School

Date: November 10, 2022

On behalf of HHS student Lauren Kim, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled Stitched! (Knit and Crochet Club). The enclosed proposal outlines and describes the purpose of the club.

- The club is supported by a faculty advisor, Erin Ives.
- Based on the proposal, the club supports the vision of Hershey High School & DTSD.
- The group does have a desire to handle funds, so a corresponding "student activity account is requested. With board approval, the Stitched! (Knit and Crochet Club) would be required to function in compliance with the Board Policy #618 (Student Activity Funds) regarding the management of their funds.
- Participation in the Stitched! (Knit and Crochet Club) would be open to all HHS students.
- This program does not entail a Limited Service Contract (LSC) and will therefore not include a stipend/payment to the sponsor.

Enclosures:

Proposal for HHS Stitched! (Knit and Crochet Club)

Stitched! (Knit and Crochet Club) Proposal

Name of Student: Lauren Kim

Name of Club: Stitched! (Knit and Crochet Club)

Club Description: Stitched! would be a club dedicated to knitting and crocheting. It would be

open to anyone with any level of experience in knitting and would host workshops every two

weeks for members to learn about different types of knitting. Anything made using donated yarn

or yarn bought with club funds would be donated to the Penn State Health Children's Hospital.

Stitched! hopes to contribute to the mission of Hershey High School by cultivating an accessible

environment for individuals of all skill levels who are interested in knitting and/or crocheting.

This club would provide equal opportunities to all members by supplying any materials needed,

including tools and yarn. In addition, it would offer a creative outlet to members and foster a

sense of community through its philanthropic nature.

Stitched! (Knit and Crochet Club) will require a student activity fund. The HHS Student Council

has elected to donate \$200 to help kickstart Stitched!.

Thirty students are anticipated to participate in this club, and anyone with any interest in knitting

is eligible and welcome to participate.

Mrs. Erin Ives has agreed to serve as the faculty advisor for this club.

Lauren Kim



FINALSITE ORDER

This Finalsite Order (the "Order") is entered into by and between Active Internet Technologies, dba Finalsite ("Finalsite") and Derry Township—School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at

http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "Effective Date" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package

Public School Theme

The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpt

Composer CMS Platform

Core Communications Platform - Blackboard WCM Conversion

View a detailed description of what's included in your software package here https://www.finalsite.com/wcm-conv-pkg

Products Included in Communications Core Platform - Blackboard WCM Conversion			
Finalsite Composer Content Management System	Granular Permissions		
Admin Users. Editors (18)	HTTPS Implementation		
Admins with ticketing rights (6)	Knowledge Base and Product Training Resources		
Bandwidth (12 GB)	Mobile Friendly, Responsive Designs		
Basic Integrated Site Search	News / Blogs via Posts (24 boards pooled)		
Calendar Manager	Page Based Notifications (Unlimited)		
Website cloud storage / 120 GB /mo	Published Pages (Unlimited)		
Comprehensive Training Program	Resources (Media, Galleries, Document Library)		
Content Migration for Tiers 1, 2, 3	Secure Hosting & CDN		
Drag - and - Drop Page Elements	Single Sign-On		
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard		
Faculty / Staff Portal	Standard Support Plan		
Forms Manager (24 forms pooled)			



Modules		
Weglot Pro (5 languages, 200K words)		-
Community Engagement		
ICM FOR K12 MN PREMIUM SERVICE	MASS NOTIFICATIONS	



Special Provisions:

- 1) Content Migration is included in this agreement for all Tier 1, Tier 2, Tier 3 pages.
- 2) Design set up for a Theme Design using the designated themes available for a WCM conversion upgrade is zero cost as long as they choose one of the themes available at zero cost.

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)	
\$ 0	

Schedule	Amount	
Period 1 - Jul 01 2023	\$ 12,046	
Period 2 - Jul 01 2024	\$ 12,246	
Period 3 - Jul 01 2025	\$ 12,446	
Period 4 - Jul 01 2026	\$ 12,646	
Period 5 - Jul 01 2027	\$ 12,846	



B. Payment Terms

- 1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
- 2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (1) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
- 3. Unless otherwise specified, all dollars (\$) are United States currency.
- 4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
- 5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client	Active Internet Technologies ("AIT")	
Derry Township School District		
Signature Sury	Signature	
Name (printed)	Name (printed)	
Terence A. Singer	Jim Calabrese	
Title (printed)	Title (printed)	
President, School Board	CFO	
Date	Date	
December 12, 2022	11/15/2022	

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Conta	act
9	Krista Dickerson
Title	Purchasing/Accounts Payable
Address Po Box 898	
City, State Z	ip
Hershey, PA	17033-0898
Phone	717 - 534 - 2501 x 3220
Email kdickerson@hershey.k12.pa.us	

Project Contact		
	Sarah Karpel	
Title	Supervisor of Community Relations and Engagement	
Phone	717- 534 - 2501 x 3224	
Email	skarpel@hershey.k12.pa.us	

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)			
	Dr. Stacy Winslow		
Title			
	Superintendent		
Email	-	* .	
	swinslow@hershey.k12.	pa.us	

^{*}The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

Hershey Little League P.O. Box 702 Hershey, PA 17033

October 28, 2022

Derry Township School District 30 East Granada Ave. Hershey, PA 17033

Dear Ms. Drew and Dr. Winslow,

This letter is a formal request for reinstatement of right to submit requests to use school district property. The Hershey Little League (HLL) Board of Directors recognizes we were in violation of Board Policy 707 (Use of School Facilities) due to the Firecracker Baseball Tournament held in July 2022 at Memorial and Pebble Beach fields.

It is our intention to restore your trust in our organization and its members so we can continue to collaborate with Derry Township School District now and in the future. HLL has a long tradition of providing baseball to hundreds of children in Derry Township and neighboring communities each season. Your partnership in allowing usage of fields and facilities on school district property has been instrumental in making this happen, and a privilege not taken lightly.

Thank you for taking the time to consider our request. Our hope is to receive a positive reply from you soon.

Sincerely,

Thaddeus Stager, HLL President

Phone: (814) 594-2654

Mike Gingrich, HLL Vice President

Phone: (717) 228-8318

SCHOOL PHYSICIAN OF RECORD AGREEMENT

This School Physician of Record Agreement ("Agreement") is entered into on July 1, 2022, ("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, 2022 through midnight June 30, 2023.
- 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 mandated health physicals as required by law.
 - b. 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 services of mandated physical exams performed by the SCHOOL PHYSICIAN OF RECORD, if exceeds \$1500.00, 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.

ATTEST Mi Chile Ager

- 6. Notwithstanding the date of execution of this Agreement by the Parties, this shall be effective July 1, 2022.
- 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, 2023. 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.

SCHOOL PHYSICIAN OF RECORD DR. DENISE DHAWAN
Signature
PINNACLE HEALTH MEDICAL SERVICES
Dr. Jason Marx Signature
President, PHMS Title

DERRY TOWNSHIP SCHOOL DISTRICT

AFFILIATION AGREEMENT FOR GETTYSBURG COLLEGE WITH THE DERRY TOWNSHIP SCHOOL DISTRICT

THIS AFFILIATION AGREEMENT (the "Agreement"), is made this - 12 day of December 2022 (the "Effective Date") by and between Gettysburg College (the "College"), a Pennsylvania educational institution with an address of 300 N Washington St., Gettysburg, PA, and DERRY TOWNSHIP SCHOOL DISTRICT (the "District")(the College and the District, each a "Party," and collectively, the "Parties"). The Parties intend to be legally bound to the following terms:

I. <u>DUTIES AND RESPONSIBILITIES OF THE COLLEGE</u>

- a. Selection of Students. The College shall be responsible for the selection of qualified College students (each, a "Student") to participate in field based requirements as part of courses, practicum or student teaching experiences. Selected Students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the District. Notwithstanding the foregoing, the District shall have the right to refuse placement of any Student for any lawful, nondiscriminatory reason whatsoever.
- b. Education of Students. The College shall assume full responsibility for the classroom and classroom education of its Students. The College shall be responsible for the administration of its program, its curriculum content, the requirements of matriculation, grading, and graduation.
- c. Submission of Candidates. The College shall submit the names of the Students to the District or a designated representative at least two weeks prior to the field based requirements, practicum assignment or student teaching. Prior to the start of any placement with the District, the College shall submit to the District for all Students copies of background certifications required under applicable federal or state law, including but not limited to FBI Clearance and Fingerprint Check, Act 34 Clearance, Act 151 Child Abuse History Clearance, as well as evidence of a negative result from a valid Tuberculosis (TB) test. All clearances must be less than one (1) year old. The failure to obtain such certifications shall result in the participating Student's exclusion from the District.
- d. Advising Students of Rights and Responsibilities. The College will be responsible for advising the student of his or her own responsibilities under this Agreement, including but not limited to their obligations under the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") to maintain confidentiality of pupil educational records, and their obligations to abide by the policies and procedures of the District. Should any Student fail to abide by any applicable law, regulation, or District policy and/or procedure, he or she may be expelled from the program. District policies are available on the District's publicly-accessible website, at hershey.12.pa.us.
- e. Professional Liability Insurance. Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy

will be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or Student teaching assignment. The College shall provide the District with proof of Student insurance coverage prior to Student's placement with the District.

f. Supervision of Student Teachers. The College will be responsible for assigning College staff supervisors who shall provide oversight, guidance, and assessment of Student teachers. Supervisors shall coordinate observations of Student teachers with the building principal or his/her designee. Such observations will occur no less than four (4) times per student teaching assignment. The Supervisor shall meet face-to-face with the Student teacher and cooperating (District) teacher to provide feedback on each observation within one week of the observation through the use of the College's approved evaluation form. The College's Field Service Office shall oversee compliance of the expectations in this subsection. At the conclusion of each semester, the College's Field Service Office shall provide detailed documentation to the District that compliance has been met.

II. <u>DUTIES AND RESPONSIBILITIES OF THE DISTRICT</u>

- a. Establishment of Practicum or Student Teaching. The District authorizes the reasonable and appropriate use of its facilities as may be agreed upon by the District and the College as a practicum or student teaching center. This practicum or student teaching is for Students enrolled in the College's Teacher preparation programs. This practicum/student teaching is required and authorized by law.
- b. Administration. The District will have sole authority and control over all aspects of Student services. The District will be responsible for and retain control over the organization, and operation of its programs.
- c. Removal of Noncompliant Student. The District shall have the authority to immediately remove a student who fails to comply with applicable law or regulations, or District policies and procedures. If such a removal occurs, the District should promptly contact the Office of Field Experiences and Partnerships.
- d. Designation of Representative. The District shall designate a person to serve as a liaison between the Parties who will meet periodically with representatives of the College in order to discuss, plan and evaluate the experience of the Student(s).
- e. Supervision of Students. The District shall provide either a practicum site supervisor or a cooperating teacher who will supervise Student activities during practicum visit or Student teaching.
- f. Reporting of Student Progress. The District shall provide all reasonable information requested by the College on a Student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the College and the District.

g. Student Records. The District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. Number of Participating Students. The Parties will mutually agree upon the number of Students that shall be assigned to the District for this practicum or student teaching experience.
- b. *Term of Agreement*. This Agreement commences on the Effective Date and continues thereafter for a period of five (5) years (the "Term"), unless terminated sooner as provided in this Agreement.
- c. Termination of Agreement. The College or the School District may terminate this Agreement for any reason with ninety (90) days prior written notice. In the event the District terminates this Agreement prior to the end of the Term, the District will allow Students to complete their current academic semester, except for Student violations of law, regulations, or District policies and procedures.
- d. *Nondiscrimination*. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. Interpretation of the Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The Parties agree that venue for any action arising out of or relating to this Agreement will be in a state or federal court serving Dauphin County, Pennsylvania. Modification of Agreement. This Agreement may only be amended by written agreement, signed by the Parties.
- f. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. Indemnification. Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its elected and appointed governing board of directors, officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or more culpable act or omission of Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.
- h. Liability. Except as otherwise provided in this Agreement, under no circumstance shall either Party be liable to the other Party for consequential, indirect or punitive damages or specific performance arising from a breach of

this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to either Party (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act), or impose liability, directly or indirectly, on either Party from which it would otherwise be immune under applicable law.

i. Entire Agreement. This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date previously indicated.

Gettysburg College

Derry Township School District

Authorized Signature

Authorized Signature

December 12, 2022

Date

John E. (Jack) Ryan Vice Provost/ Dean of Arts &Humanities Terence A. Singer, President, School Board Print Name/Title

11.19.22



CLINICAL AFFILIATION AGREEMENT

For the Passan School of Nursing

This Affiliation Agreement is hereby made this _12th____ day of December, 2022, by and between **WILKES UNIVERSITY on behalf of its PASSAN SCHOOL OF NURSING** (hereinafter "the University") and the Derry Township School District (hereinafter "the School District").

WHEREAS, the University is an educational institution providing degree programs in Nursing; and

WHEREAS, clinical education in the nursing care of individuals, families, and groups is a required and integral part of the degree programs; and

WHEREAS, the School District possesses the facilities and professional expertise to provide clinical education to the University's students enrolled in its Nursing degree programs.

Now, **THEREFORE**, the following are the complete terms and conditions that the parties intend to be legally bound:

1. Duties and Responsibilities of the University

- A. <u>Administration of Program</u>: The University shall assume responsibility for the administration of the clinical program, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours.
- B. <u>Supervision of Students' Clinical Practice</u>: The University shall designate its own faculty qualified by education and experience to plan, oversee, and evaluate the students' clinical practice activities.
- C. <u>Dissemination of Information</u>: The University shall inform all students and faculty of their responsibilities under this agreement including their obligation to abide by the rules and regulations of the School District.
- D. <u>Number of Students</u>: The University shall provide the School District with the number of students to be mutually agreed upon for the days and hours mutually agreed upon, as appropriate.
- E. <u>Health Status</u>: The University shall require students participating in the clinical program to meet the health requirements of the School District and/or state regulatory agency.
- F. <u>Liability Insurance</u>: The University shall provide and maintain bodily injury, property damage, and licensed professional liability insurance with a minimum limit of \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence covering all Nursing faculty and students. This policy must remain in full force and effect for the duration of the clinical program.

- G. <u>Transportation</u>: Students shall be responsible for their own transportation to and from placement School Districts.
- H. <u>Notification</u>: The University shall notify the School District of any changes in faculty, curriculum, and policy that may affect the clinical education program.

II. Duties and Responsibilities of the School District

- A. <u>Structure of the Clinical Program</u>: The School District shall provide facilities and nursing practice opportunities appropriate for successful completion of a clinical program. In addition, the School District shall provide learning experiences that are compatible with the mission of the University.
- B. <u>Liaison/Field Coordinator</u>: The School District shall appoint an employee to serve as liaison/field coordinator between the School District and the University.
- C. <u>Orientation</u>: The School District shall orient the faculty and students to the rules, regulations, and practices of the facility. School District shall also provide necessary regulatory and safety compliance training.
- D. <u>Patient Care Responsibility</u>: The School District shall retain full responsibility for the supervision and care of all patients.
- E. Reservation of Rights: The School District may reserve the right to reasonably discipline any student or faculty member who fails to comply with facility policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the School District's ability to care for patients. The School District shall notify the University's faculty member responsible for the student practice or the appropriate Dean.
- F. <u>Student Progress Reports</u>: The School District shall provide the University all information requested concerning a student's clinical performance.
- G. <u>Student Records</u>: Pursuant to the Family Educational Rights and Privacy Act (FERPA), the School District shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law. School District shall provide written notice to University within 24 hours of any accident, illness and other event occurring at School District involving a University student. In case of an emergency involving a student, notice shall be made to the Department of Public Safety at (570) 408-4999.
- H. <u>Liability</u>: The School District shall maintain in force during the term of this agreement, bodily injury, property damage and Licensed Professional Liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the agreement, and upon request will furnish a certificate evidencing that such insurance is in force to the University.
- I. <u>Health Insurance Portability and Accountability Act (HIPAA):</u> The parties agree to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. School District shall provide students with appropriate training regarding patient privacy and confidentiality. Such training shall satisfy

the Health Insurance Portability and Accountability Act of 1996 and related regulations. The University covenants that all students will attend the School Districts mandatory HIPAA training, as required.

III. Mutual Terms and Conditions

- A. <u>Duration of Agreement</u>: This agreement shall commence with the beginning of the academic year, <u>2023</u> or at another mutually agreeable date, and shall be considered renewed from academic year to academic year unless either party seeks to terminate this agreement.
- B. <u>Termination of Agreement</u>: The University and/or the School District may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof.
- C. <u>Modification of Agreement</u>: All modifications, waivers, or alterations to this agreement must be approved in writing by both parties.
- D. <u>Indemnification</u>: Each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, directors, officers, employees, students, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties).
- E. <u>Interpretation of the Agreement</u>: This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- F. Relationship of Parties: The University and the School District shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the University, any of its students, and the School District.
- G. <u>Severability:</u> If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.
- H. <u>Equal Employment Opportunity/Non-Discrimination</u>: The parties agree to comply with all applicable Federal, state and local laws, University policies, rules, and regulations which provide educational and employment opportunities to all persons, regardless of their economic or social status. The parties will not discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, pregnancy, gender, gender identity and/or expression, sexual orientation, marital or family status, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local laws.

- I. <u>Objections of Conscience</u>: The parties agree that no student or faculty of the University will be required to participate in any procedure which is contrary to his or her religion or conscience. It is understood that means that students may not be able to participate in clinic areas where full options are discussed.
- J. <u>Background Checks</u>: The University acknowledges that placement of each student at the School District may be contingent upon provision of a background check information dated less than two years prior to the commencement of the clinical education placement. The University uses Castlebranch, Inc. (https://www.castlebranch.com/) as the vendor that provides the background checks. This may be subject to change. The background check consists of the following screens: (a) U.S. County Criminal, (b) Residency History, (c) Social Security Verification, (d) Nationwide Sexual Offender Index, and (e) Nationwide Healthcare Fraud and Abuse Scan.
- K. The School District acknowledges that the University is not responsible for the accuracy of the information provided through this check and that University or vendor's provision of this information does not relieve the School District of any of its legal obligations related to these background checks. The School District understands and agrees that any information forwarded to it by the University or University's vendor shall be held in strict confidentiality, with access only by those with a need to know. The University will not indemnify the School District for failure to perform any background checks required of the School District by state law.
- Limitation of Liability: this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the School District (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the School District from which it would otherwise be immune under applicable law. Under no circumstances shall either Party be liable to the other Party for consequential, indirect or punitive damages or specific performance arising from a breach of this Agreement. This section shall survive the expiration or any termination of this Agreement.
- J. Notices: Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail or national delivery service such as UPS or Federal Express, postage prepaid, certified mail, return receipt requested, and addressed to the respective party at the address set forth below, or any such address as may specify by written notice given to the other party in the manner specified herein:

SCHOOL DISTRIC District	T: SCHOOL DISTRICT NAME: Derry Township School
	CONTACT: <u>Dawn Waggoner</u> ADDRESS: <u>30 C Bast Granada</u> Avenue
	CITY, STATE, ZIP: Hershey PA 17033
UNIVERSITY:	Wilkes University

Passan School of Nursing
Dr. Deborah A. Zbegner, Dean
84 West South St.

Wilkes-Barre, PA 18766

With Copy to:

Wilkes University

Attn: Business Operations

84 West South St.

Wilkes-Barre, PA 18766

- K. <u>Reservation of Rights</u>: Both parties reserve the right to withhold placement of nursing students for good reason, including the availability of adequate facilities and personnel to provide satisfactory work.
- L. <u>Entire Agreement</u>: This agreement represents the complete understanding between the University and the School District. It shall supersede prior oral or written understandings and promises relating to this subject matter.

IV. Authorization

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative in multiple originals.

WILKES UNIVERSITY	SCHOOL DISTRICT:		
David Ward David Ward David Ward	Signature Signature		
Sr. Vice President & Provost 12/1/2022 4:18 PM EST Date	- Rresident Title		
Bute	Der 12, 2022		

AGREEMENT

This agreement is made this 12th day of December, 2022, among and between Lou Paioletti, elected tax collector for Derry Township (hereinafter referred to as "Tax Collector"); Derry Township School District (hereinafter referred to as "District"); Janis Creason, elected treasurer of Dauphin County (hereinafter referred to as "County Treasurer"); and Dauphin County, a third class county existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "County").

BACKGROUND

WHEREAS, Township Tax Collector was elected tax collector at the election held on November 5, 2021, and under separate agreement has appointed the County and the office of the County Treasurer as the deputy tax collector and depository for the purpose of receiving and collecting real estate taxes for the County and Township.

WHEREAS, Township Tax Collector desires to appoint the County and the office of County Treasurer to collect District real estate taxes and County Treasurer agrees to accept the appointment to collect taxes and agrees to do so on the terms set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

- 1. **Appointment as Agent.** Township Tax Collector appoints County and County Treasurer to act as agent and depository for District for the purpose of receiving and collecting all taxes levied upon real estate by District. County and County Treasurer accept the appointment as agent and depository and agree to use best efforts to collect taxes and abide by the terms set forth herein. Township concurs in this appointment and agrees to cooperate with the parties hereto.
- 2. **Term.** The term of this agreement shall begin February 1, 2023 and shall extend through the first Monday of January, 2026.

3. Collection and Payment Over.

- A. County Treasurer shall keep a correct account of all moneys collected as taxes and, on or before Monday of each week, shall provide a true, verified statement in writing to the business manager of District giving names of all persons and entities taxed, the amounts collected from each, the discounts granted and penalties applied and the total amount of taxes received.
- B. County, on or before Monday of each week, shall pay over to District all moneys collected as taxes during the previous week on behalf of the District. Funds will be electronically wired directly to the checking account designated by the District's Board of Administration.
- C. County Treasurer, on or before the fifteenth day of each January, shall prepare a final and complete settlement of all taxes collected for the prior calendar year for review, certification and submittal by the Tax Collector and deliver the same to Township Tax Collector and to District.

- D. County Treasurer agrees to provide staff to collect and receive payment of taxes within the Treasurer's Office located at the Dauphin County Courthouse, Room 105, Harrisburg, PA 17101.
- E. County Treasurer shall perform administrative duties on behalf of District in respect to the collection of real estate, such as, but not limited to, issuance of tax certifications, telephone and mail inquiry, etc. The duplicates of the tax collector are open to inspection by the taxing district at any time. Retention and disposition of tax collectors' records are governed by the Municipal Records Retention and Disposition Schedule promulgated under the Municipal records Act of 1968. County Treasurer's office will retain records based on the aforesaid act on behalf of Township Tax Collector.
- F. Certifications for real estate may be requested of County Treasurer who will provide certification tax receipts in person, by mail, fax and email as requested. Charges for certification shall be as established by enactment of the Township. The fee expected to be established at the initiation of the contract is \$10.00 per certification. The certification fee will be retained by the County for services rendered.
- G. The Local Tax Collection Law requires the tax collector to furnish a receipt for all payments. Where payment is made by mail, a receipt is required only when the taxpayer encloses with the payment a self addressed stamped envelope for the return of the receipt. County Treasurer's office will furnish tax receipts by mail when an envelope is provided by the taxpayer. Faxed and emailed copies will be provided by County Treasurer to the property owner or resident at no charge on reasonable request of the taxpayer or his or her agent.
- H. The property owner and/or resident may make their payment by mail to County Treasurer's office or they may deliver their payment in person to the Dauphin County Courthouse during regular business hours. In addition, the taxpayer may make payment online or over the telephone with their American Express, Visa, MasterCard or Discover credit card or via eCheck. Payments made by credit card or eCheck will incur an additional surcharge paid solely to the payment processor. All funds, regardless of payment method, will be deposited into the County's concentration account held at M&T Bank until disbursement to the District.
- 4. **Reimbursement for Expenses.** The Dauphin County Tax Assessment Office shall prepare and print all real estate tax notices for the District at the prevailing rate for printing and postage. The District agrees to provide the Dauphin County Tax Assessment Office with approved final millage rates in sufficient time to mail bills no later than July 1 each year. The District shall bear all expenses related to the printing and mailing of District real estate tax bills, as well as an annual reminder notice.
- 5. **Waiver of Compensation from the County.** Since the County, in cooperation with County Treasurer, will be collecting all real estate levied within the School District, the Tax Collector waives all rights which he has to receive commissions, compensation and expenses from the School District for the collection of such taxes. Township Tax Collector shall assign all his rights to and payments for all such commissions, compensation and expenses to the County.

- 6. **Compensation**. The District shall compensate the County at the rate of \$1.85 per bill plus \$500.00 annual stipend to cover expenses associated with collecting the real estate tax payments.
- 7. **Compliance with the Law.** The parties shall provide all tax collection services and otherwise comply with all applicable laws of the Commonwealth of Pennsylvania pertaining to the collection of taxes, including Local Tax Collection Law, Act of May 25, 1945, P.L. 1050, 72 P.S. Section 5511.1 et seq.
- 8. **Surviving Responsibilities.** Township Tax Collector remains responsible under the Local Tax Collection Law to annually make final and complete settlement with the taxing districts for all taxes collected by County Treasurer. In this regard, Township Tax Collector shall cooperate with County Treasurer in accounting to and making final and complete settlement with the taxing districts for all taxes collected on behalf of the taxing districts by County Treasurer. County shall supply bonds required by law of the Township Tax Collector, the cost of which will be shared equally among the taxing districts.
- 9. **Authorization by School District.** The parties acknowledge that the Derry Township School District has authorized the appointment of the County and/or the County Treasurer to act as depository or agent for the collection of real estate taxes for the School District by Resolution No. 2022-01 passed September 12, 2022.
- 10. **Headings.** The headings preceding the paragraphs and sections of this agreement are inserted for convenience only and shall have no effect in determining the rights or obligations of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

WITNESS/ATTEST	DERRY TOWNSHIP TAX COLLECTOR
	Lou Paioletti
	DAUPHIN COUNTY TREASURER
	Janis Creason Janis Creason Adamy Traisonal DAUPHIN COUNTY BOARD OF COMMISSIONERS
1 Don't - W 1 0	m
Scott Burford, Chief Clerk	Michael Pries, Chairman
<i>l</i>	Chad Saylor, Vice Chairman
· .	George P. Hartwick, III, Secretary
	DERRY TOWNSHIP SCHOOL DISTRICT
Michelefger	Terence A. Singer, President Board of School Directors of the Derry Township School District

AGREEMENT

THIS AGREEMENT, entered into this 12th day of December 2022, by and between DERRY TOWNSHIP SCHOOL DISTRICT (hereinafter "District"), a school district created and existing under the laws of the Commonwealth of Pennsylvania, located at 30 East Granada Avenue, Hershey, Dauphin County, Pennsylvania, 17033 and KRATZENBERG & ASSOCIATES, INC. d/b/a KEYSTONE COLLECTIONS GROUP (hereinafter "Collector") located at 546 Wendel Road, Irwin, Westmoreland County, Pennsylvania, 15642.

WHEREAS, the Commonwealth of Pennsylvania authorizes school districts to levy, assess and collect local services taxes and occupation taxes; and

WHEREAS, the District, by motion or resolution, has officially appointed Collector as the exclusive collector of its current and delinquent local services taxes and occupation taxes assessed upon residents of the District; and

WHEREAS, the District further authorizes Collector's special counsel to serve in the capacity of collection enforcement in matters in connection with such tax collection, and authorizes Collector and special counsel to appear before any court of law on behalf of the taxing authority for the purpose of tax collection, subject to prior written notice to the District.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Term

From the effective date of this Agreement and continuing thereafter for a period of three (3) years, Collector shall render tax collection services, for and on behalf of the District in connection with the exclusive collection of all current and delinquent local services taxes and occupation taxes as enumerated in the preamble of this Agreement and levied by the District pursuant to applicable Pennsylvania law, and

statute, District ordinance or resolution and all regulations promulgated thereunder, unless this Agreement is otherwise terminated and/or amended in writing by the parties hereto and/or by Order of Court. The parties may renew this Agreement for one (1) year renewal terms following the initial three (3) year term if agreed to by the parties in writing.

2. Collector's Services and Compensation

Collector shall provide tax collection services associated with the local services tax and the occupation tax to the District and, in turn, the District agrees to compensate Collector for such services, as follows:

- (A) Collector shall, upon execution of this Agreement, render its collection services to, for and on behalf of the District. Collector's services shall include, but not necessarily be limited to, the preparation and mailing of current and delinquent tax bills/notices/forms and collection and remittance of the above-referenced taxes to District, and the preparation of any necessary reports to District and/or the Pennsylvania Department of Community and Economic Development.
 - (B) The compensation rates herein shall be the below-noted rates:

Current Local Services Tax 1.75% of amount collected, plus postage

Current Occupation Tax \$.50 per tax notice, plus postage

Delinquent Local Services Tax/ Zero commission charged to District Delinquent Occupation Tax with passage of Act 192 Resolution

Note: The above delinquent local services tax and occupation tax rates are based upon usage of the Dauphin County TCC Act 192 Resolution and Schedule of Costs, the terms of which are adopted as a resolution by the District and incorporated and made a part of this Agreement. Collector shall be entitled to retain from collections a sum equal to the amount set forth in the schedule of fees established as reasonable by said resolution.

- (C) Collector agrees to perform the necessary labor and to supply the necessary forms and notices:
 - (i) To administer, enforce and collect the current and delinquent local services tax

and occupation tax;

- (ii) To collect, administer and receive the applicable tax, and enforce the applicable provisions of the per capita tax enactment(s), the Pennsylvania Local Tax Enabling Act (the "LTEA"), and the Act 192 Resolution adopted by the Dauphin County TCC;
- (iii) To collect and receive the taxes, penalties, interest and costs and to report on a monthly basis the collection detail, specifically including account reference, payment date, receipt number and applicable tax collected; and
- (iv) To provide the services and forms, to perform the work, and to satisfy the requirements set forth within the Derry Township School District Request for Proposals to Provide Local Services Tax and Occupation Tax Collection Services ("RFP"), to which Collector responded, a copy of which is attached hereto and made a part hereof.
- (D) Collector shall provide the District with the requisite Tax Collector Surety Bond and insurance coverage as required by law and in reasonable amounts mutually agreed upon by both parties.
- (E) Collector shall perform all the tax collection and reporting services set forth in the above-referenced and attached RFP for the District.
- (F) Collector shall retain its compensation for local services tax/occupation tax collection services and any costs advanced from the proceeds of taxes collected.
- (G) If the scope of services is to be expanded by request of the District to include additional tasks or services not originally contemplated by this Agreement, Collector reserves the right to negotiate additional reasonable compensation for such services. Any such additional tasks or services and compensation therefor shall be set forth in an addendum to this Agreement signed by the parties.

3. Reasonable Cooperation

(A) District shall provide such tax data, assistance and cooperation as is reasonably required by Collector to obtain all tax records and related data and other information and data as may be reasonably required by Collector to fulfill its obligations hereunder. District agrees to proceed with adopting any resolutions and/or ordinances deemed necessary by Collector and District for Collector to

collect the above-referenced local services tax and occupation tax.

- (B) Collector agrees to make available to any accountant, firm of accountants or auditor appointed by the taxing jurisdiction, the relevant books and records relating to the collection of District's taxes by Collector, and agrees to be present and to participate in such audit at Collector's headquarters, provided that such audit shall be performed at a mutually convenient time.
- (C) District agrees to supply Collector with all master file and delinquent data in the District's possession necessary to complete the services more fully described in Paragraph 2 of this Agreement.

4. Reimbursable Costs and Payment Remittance

- (A) Collector shall advance, for and on behalf of the District, any necessary postage costs, filing fees, service costs and other such costs (reimbursable out-of-pocket costs) if any, necessary and incidental to current collections and notification and recovery from delinquent taxpayers.
- (B) Collector shall be reimbursed for its necessary and incidental out-of-pocket costs from subsequent current or delinquent collections made on behalf of the District.
- (C) On or before the 20th day of each month. Collector shall provide to District a detailed report of current and delinquent taxes collected by Collector for the prior month. Collector shall remit funds at least weekly via ACH electronic transfer, minus its commission and any reimbursable costs. Monthly reports shall accordingly identify all tax, penalty, and interest collected along with a statement of reimbursable costs and commission withheld.

5. Cross Indemnification

Collector does hereby indemnify District and hold District harmless from any claims, damages, costs, or expenses that directly or indirectly result from acts or omissions of Collector, its employees, its servants or its agents. Collector further agrees to and shall indemnify District and hold District harmless from any and all claims relating to the failure of Collector to collect the above-referenced

taxes in a manner and form consistent with the Pennsylvania Local Tax Collection Law, the Pennsylvania Local Tax Enabling Act and/or other applicable laws. Likewise, District does hereby indemnify Collector and hold it harmless from any damages, costs or expenses that result from any challenge to the validity of any ordinance or resolution of the District or which result from any incorrect data records provided to Collector by District.

6. Generally Accepted Collection Guidelines

The parties understand and agree that:

- (A) Incorporated by reference into this agreement are all of the Tax Ordinances and/or Resolutions and other pertinent materials relating to the same as adopted from time to time by the District, as well as the above-referenced RFP.
- (B) Concurrently with the execution hereof, the District will deliver to Collector a copy of the following:
 - i. Ordinance and/or resolution of District authorizing the levy and assessment of local services tax/occupation tax:
- (C) Collector and special counsel shall have the obligation to pursue only those tax delinquencies that Collector or special counsel determines are reasonably collectible, after consultation with and confirmation by the District of the decision not to pursue such delinquencies.
- (D) With respect to those tax delinquencies more fully described in paragraph 6 (C), Collector and special counsel shall have the obligation to pursue such delinquencies only to such extent as Collector or special counsel determine such pursuit to be economically feasible, after consultation with and confirmation by the District of the decision not to pursue such delinquencies.
- (E) At no additional cost to the District, Collector shall be permitted to collect and retain directly from each delinquent taxpayer, a handling fee of Three (\$3.00) Dollars for each payment received by Collector from such delinquent taxpayer which represents less than the full amount of taxes due (i.e., partial payments only), and a service fee of Twenty-nine (\$29.00) Dollars for any check returned "Non-

Sufficient Funds", "Stopped Payment" or "Account Closed", if and as permitted by law.

7. Termination

The parties agree that this Agreement may be terminated before the expiration of the initial and/or any renewal term by any party to the Agreement in response to a material breach of the Agreement by the other party with written notice to all parties at least ninety (90) days before the termination date. Moreover, the breaching party shall have ninety (90) days to cure said material breach in order to avoid termination. In addition to the above, in the event this Agreement is deemed to be in violation of the Pennsylvania Local Tax Collection Law, the Pennsylvania Local Tax Enabling Act and/or other applicable law, and/or if this Agreement is deemed to be in violation of any third-party contractual obligation of any party hereto, the parties agree that this Agreement may be terminated with thirty (30) days written notice to all parties.

8. Compliance with the Law

The Collector shall provide all tax collection services and otherwise comply with all applicable laws of the Commonwealth of Pennsylvania pertaining to the collection of taxes, including but not limited to Pennsylvania the Local Tax Collection Law, the Local Tax Enabling Act, and all other applicable tax collection laws.

9. Exhibits

The following documents shall constitute exhibits to this Agreement:

- (A) Tax Collection Request for Proposal,
- (B) Dauphin County TCC Act 192 Resolution, and
- (C) Derry Township School District Appointment Resolution.

10. Severability

If any covenant or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and

shall in no way be affected, impaired or invalidated.

11. Controlling Law

This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement represents the entire agreement between the parties and any modifications of same must be in writing to be valid.

12. Agreement Survival

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

13. Commencement

This Agreement shall become effective on January 1, 2023.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:	DERRY TOWNSHIP SCHOOL DISTRICT
Elin Craidula	By. Authorized Representative
ATTEST:	KRATZENBERG & ASSOCIATES, INC. d/b/a KEYSTONE COLLECTIONS GROUP
	By:(SEAL) Corporate Officer

Derry Township School District Resolution No. 2022-02

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE DERRY TOWNSHIP SCHOOL DISTRICT AUTHORIZING THE WAIVER OF ADDITIONAL CHARGES FOR THE LATE PAYMENT OF REAL ESTATE TAXES IN CERTAIN CIRCUMSTANCES TO COMPLY WITH ACT 57 OF 2022

WHEREAS, the Derry Township School District (School District") is a taxing district as defined in the Local Tax Collection Law, 53 Pa. C.S. § 8001 *et seq.*;

WHEREAS, the School District adopts its annual budget on or before June 30 of each year, and issue its real estate tax bills thereafter on or about July 1 of each year;

WHEREAS, the real estate tax bills provide for payment by certain dates of either the discount, face and/or penalty amount depending on the date when such payment is made;

WHEREAS, from time to time there may be errors and/or delays with the distribution and/or delivery system of real estate tax bills and property owners may not receive their real estate tax bills and/or do not receive them in a timely fashion; and

WHEREAS, Act 57 of 2022 amended the Local Tax Collection Law to authorize, in limited and certain circumstances, for the waiver of additional charges and other forms of relief for taxpayers' late payment of the face amount of real estate taxes; and

WHEREAS, Act 57 of 2022 requires the School District to adopt a resolution to require its real estate tax collector(s) to waive additional charges for real estate taxes, subject to a taxpayer's compliance with the requirements Act 57 of 2022, beginning July 1, 2023 and each tax year thereafter.

NOW, THEREFORE, BE IT RESOLVED by the Board of School Directors of Derry Township School District, as follows:

- 1. <u>Definitions</u>. In compliance with Act 57 of 2022, the following terms shall be defined as:
 - a. "Additional charge" shall mean any interest, fee, penalty or charge accruing to and in excess of the face amount of the real estate taxes as provided in the real estate tax notice.
 - b. "Tax collector" shall man an elected or appointed tax collector, delinquent tax collector, tax claim bureau or alternative collector assigned to collect the School District's real estate taxes.
 - c. "Qualifying event" shall mean either the date ownership of real estate is transferred, the date ownership of a mobile/manufactured home is transferred or the date a lease agreement commences for the original location or relocation of a mobile/manufactured home on a parcel of land not owned by the owner of the mobile/manufactured home.

- 2. <u>Tax Collector Compliance</u>. Each tax collector shall waive additional charges for the late payment of real estate taxes for a particular property, if a taxpayer does all of the following:
 - a. The taxpayer provides a waiver request of additional charges within twelve (12) months of a qualifying event;
 - b. The taxpayer attests a real estate tax notice was not received and/or not received in a timely manner;
 - c. The taxpayer provides proof of the property transfer within the previous twelve (12) months by means of:
 - i. a copy of the deed showing the date of the real property transfer; or
 - ii. a copy of the title showing the date of acquisition of a mobile/manufactured home or an executed lease agreement for a mobile/manufactured home shown the date on which the lease began; and
 - d. The taxpayer makes full payment of the face amount on real estate tax bill at the time of the waiver request.
- 3. <u>Taxpayer Waiver and Attestation Form</u>. A taxpayer shall use the standardized form developed by the Pennsylvania Department of Community and Economic Development for purposes of submitting the waiver request and attestation under Paragraph 2.
- 4. <u>Tax Collector Liability</u>. A tax collector who in good faith accepts a waiver request and full payment of the face amount on real estate tax bill shall not be personally liable for any amount due or arising from the real estate tax that is the subject of the waiver request.
- 5. <u>Effective Date</u>. This resolution shall become effective beginning July 1, 2023 or the date on which the School District's 2023 real estate tax notices are issued, if earlier.

DULY ADOPTED, by the Board of School Directors of Derry Township School District, in lawful session duly assembled, this 21st day of November, 2022.

DERRY TOWNSHIP SCHOOL DISTRICT

President of the Board of School Directors

Secretary of the Board of School Directors

(SEAL)

182669.2

ATTEST:

RESOLUTION NO. 2022-03

A RESOLUTION OF DERRY TOWNSHIP SCHOOL DISTRICT,
DAUPHIN COUNTY, PENNSYLVANIA, APPOINTING
KRATZENBERG & ASSOCIATES, INC. A PENNSYLVANIA
CORPORATION d/b/a KEYSTONE COLLECTIONS GROUP
AS THE CURRENT AND DELINQUENT
LOCAL SERVICES TAX ("LST") AND OCCUPATION TAX COLLECTOR
AND SHALL COLLECT SAID TAXES EFFECTIVE
JANUARY 1, 2023 IN ACCORDANCE
WITH THE ADOPTED TAX ORDINANCES/
RESOLUTIONS, RULES AND REGULATIONS.

NOW, THEREFORE BE IT RESOLVED by the Derry Township School District that Kratzenberg & Associates, Inc. a Pennsylvania Corporation d/b/a Keystone Collections Group is appointed as the Local Services Tax ("LST") and Occupation Tax Collector effective January 1, 2023 in accordance with the adopted ordinances/resolutions, rules and regulations.

All Ordinances/Resolutions or parts of Ordinances/Resolutions which are inconsistent herewith are hereby repealed.

If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion.

RESOLVED and ADOPTED this	12th day of	December	, 2022.
			,

ATTEST:

DERRY TOWNSHIP SCHOOL DISTRICT

Secretary

Duly Authorized Official.

RESOLUTION NO. 2022-04

LOCAL SERVICES TAX RESOLUTION

DERRY TOWNSHIP SCHOOL DISTRICT, DAUPHIN COUNTY

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF DERRY TOWNSHIP SCHOOL DISTRICT, DAUPHIN COUNTY, PENNSYLVANIA, REAFFIRMING AND LEVYING A LOCAL SERVICES TAX, REQUIRING EMPLOYERS TO WITHHOLD AND REMIT TAX, AND RELATED PROVISIONS.

WHEREAS, the Derry Township School District previously enacted, imposed, instituted and levied a Local Services Tax as authorized pursuant to law, and

WHEREAS, the Derry Township School District Board of School Directors intends to and hereby does reaffirm the adoption and levying of a Local Services Tax pursuant to this Resolution.

ENACTED, by the Derry Township School District, Dauphin County, Pennsylvania under authority of the Local Tax Enabling Act. 53 P.S. section 6924.101 et seq. and other applicable law, as follows:

Section 1. Definitions.

The following words and phrases, when used in this Resolution, shall have the meanings ascribed to them in this section, except where the context or language clearly indicates or requires a different meaning:

- a. **POLITICAL SUBDIVISION** The area within the corporate limits of the Township of Derry, Dauphin County, Pennsylvania.
- b. **TAX COLLECTOR** The person, public employee or private agency approved by the Derry Township School District to collect and administer the tax herein imposed.
- c. **DCED** The Department of Community and Economic Development of the Commonwealth of Pennsylvania.
- d. **EARNED INCOME** Compensation as defined in the Local Tax Enabling Act, 53 P.S. § 6924.501.
- e. **EMPLOYER** A person, business entity or other entity, employing one of more persons for a salary, wage commission or other compensation. The term includes the Commonwealth, a political subdivision and an instrumentality or public authority of

- either. For purposes of penalties under this Resolution, the term includes a corporate officer.
- f. **HE, HIS or HIM** Indicates the singular and plural number, as well as male, female and neuter genders.
- g. **INDIVIDUAL** Any person, male or female, engaged in any occupation, trade or profession within the corporate limits of the political subdivision.
- h. **LOCAL TAX ENABLING ACT** The Local Tax Enabling Act, 53 P.S. § 6294.101, et. seq. and any amendments thereto.
- i. **NET PROFITS** The net income from the operation of a business, profession; or other activity, as defined by the Local Tax Enabling Act, 53 P.S. § 6924.501.
- j. **OCCUPATION** Any trade, profession, business or undertaking of any type, kind, or character, including services, domestic or other, carried on or performed within the corporate limits of the political subdivision for which compensation is charged or received, whether by means of salary, wages, commissions or fees for services rendered.
- k. **PERSON** a natural person.
- 1. TAX The local services tax at the rate fixed in this Resolution.
- m. TAX YEAR The period from January 1, until December 31 in any year: a calendar year.
- n. **SCHOOL DISTRICT** Derry Township School District, Dauphin County, Pennsylvania.

Section 2. Imposition of Tax.

- A. For specific revenue purposes, an annual local services tax is hereby levied and assessed, commencing January 1, 2023 as set forth herein, and each calendar year thereafter, upon the privilege of engaging in an occupation with a primary place of employment within Derry Township School District during the tax year. Each natural person who exercises such privilege to be employed and/or engaged in an occupation within the School District for any length of time during any tax year shall pay the local services tax for that year in the amount of \$52.00 in accordance with the provisions of this Resolution. This tax shall be in addition to all other taxes of any kind or nature heretofore levied by the Derry Township School District and by any other municipality or taxing body.
- B. The tax shall be no more than \$52.00 on each person for each calendar year, irrespective of the number of political subdivisions within which a person may be employed.

Section 3. Exemptions and Refunds.

- A. Exemption. The following persons shall be exempt from the Local Services Tax:
 - 1. Any person whose total earned income and net profits from all sources within the political subdivision is less than Twelve Thousand Dollars (\$12,000.00) for any calendar year in which the tax is levied.
 - 2. Any person who has served in any war or armed conflict in which the United States was engaged and is honorably discharged or released under honorable circumstances from active service if, as a result of military service, the person is blind, paraplegic or a double or quadruple amputee or has a service-connected disability declared by the United States Veterans' Administration or its successor to be a total one hundred percent disability.
 - 3. Any person who serves as a member of a reserve component of the armed forces and is called to active duty at any time during the taxable year. For the purposes of this subparagraph, "reserve component of the armed forces" shall mean the United States Army Reserve. United States Navy Reserve. United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, the Pennsylvania Army National Guard or the Pennsylvania Air National Guard.

B. Procedure to Claim Exemption.

1. A person seeking to claim an exemption from the local services tax may annually file an exemption certificate with the School District's appointed tax collector and with the person's employer affirming that the person reasonably expects to receive earned income and net profits from all sources within the political subdivision of less than twelve thousand dollars (\$12,000) in the calendar year for which the exemption certificate is filed. In the event the School District utilizes a tax collection officer, it shall provide a copy of the exemption certificate to that officer. The exemption certificate shall have attached to it a copy of all employee's last pay stubs or W-2 forms from employment within the political subdivision for the year prior to the calendar year for which the employee is requesting to be exempted from the tax. Upon receipt of the exemption certificate and until otherwise instructed by the School District or except as required by clause (2) below, the employer shall not withhold the tax from the person during the calendar year or the remainder of the calendar year for which the exemption certificate applies. Employers shall ensure that the exemption certificate forms, which are provided by DCED, are readily available to employees at all times and shall furnish each new employee with a form at the time of hiring. The exemption certificate form shall be the uniform form provided by the School District and/or DCED.

- 2. With respect to a person who claimed an exemption for a given calendar year from the tax, upon notification to an employer by the person or by the School District that the person has received earned income and net profits from all sources within the political subdivision equal to or in excess of twelve thousand dollars (\$12,000) in that calendar year or that the person is otherwise ineligible for the tax exemption for that calendar year, or upon an employer's payment to the person of earned income within the political subdivision in an amount equal to or in excess of twelve thousand dollars (\$12,000) in that calendar year, an employer shall withhold the local service tax from the person under clause (3) below.
- 3. If a person who claimed an exemption for a given calendar year from the local services tax becomes subject to the tax for the calendar year under clause (2) above, the employer shall withhold the lump sum equal to the amount of tax that was not withheld from the person due to the exemption claimed by the person under this subsection. In the event the employment of a person subject to withholding of the tax under this clause is subsequently severed in that calendar year, the person shall be liable for any outstanding balance of tax due, and the School District may pursue collection under this article.
- 4. Except as provided in clause (2) above, it is the intent of this subsection that employers shall not be responsible for investigating exemption certificates, monitoring tax exemption eligibility or exempting any employee from the local services tax.

C. Refunds.

The School District, in consultation with the appointed Tax Collector and DCED, shall establish procedures for the processing of refund claims for any local services tax paid by any person who is eligible for exemption, which procedures shall be in accord with provisions of the general municipal law relating to refunds of overpayments and interest on overpayments. Refunds made within seventy-five (75) days of a refund request or seventy-five (75) days after the last day the employer is required to remit the tax for the last quarter of the calendar year, whichever is later, shall not be subject to interest. No refunds shall be made for amounts overpaid in a calendar year that do not exceed one dollar (\$1): The School District or the appointed Tax Collector shall determine eligibility for exemption and provide refunds to exempt persons.

Section 4. Duty of Employers to Collect.

A. Each employer within the political subdivision, as well as those employers situated outside the political subdivision but who engage in business within the political subdivision, is hereby charged with the duty of collecting the local services tax from each of their employees engaged by the employer or performing for the employer within the political subdivision and making a return and payment thereof to the appointed Tax Collector. Further,

each employer is hereby authorized to deduct this tax for each employee in the employer's employ, whether said employee is paid by salary, wage or commission and whether or not all such services are performed within the political subdivision.

- B. No person shall be subject to the payment of the local services tax by more than one political subdivision during each payroll period.
- C. In the case of concurrent employment, an employer shall refrain from withholding the tax if the employee provides a recent pay statement from a principal employer that includes the name of the employer, the length of the payroll period and the amount of the tax withheld and a statement from the employee that the pay statement is from the employee's principal employer and the employee will notify other employers of a change in principal place of employment within two weeks of its occurrence. The employee's statement shall be provided on the form approved by DCED.
- D. The local services tax shall be no more than fifty-two dollars (\$52) on each person for each calendar year, irrespective of the number of political subdivisions within which a person maybe employed. The School District shall provide a taxpayer a receipt of payment upon request by the taxpayer.
- E. No employer shall be held liable for failure to withhold the local services tax or for the payment of the withheld tax money to the School District if the failure to withhold taxes arises from incorrect information submitted by the employee as to the employee's place or places of employment, the employee's principal office or where the employee is principally employed. Further, an employer shall not be liable for payment of the local services tax in an amount exceeding the amount withheld by the employer if the employer complies with the provisions of subsection B. of this Section and this subsection E. and remits the amount so withheld in accordance with this Resolution.
- F. Employers shall be required to remit the local services taxes thirty (30) days after the end of each quarter of a calendar year.

Section 5. Returns.

Each employer shall prepare and file a return showing a computation of the tax on forms to be supplied to the employer by the appointed Tax Collector. If an employer fails to file the return and pay the tax, whether or not the employer makes collection thereof from the salary, wages or commissions paid by the employer to an employee, except as provided hereafter in this Resolution, the employer shall be responsible for the payment of the tax in full as though the tax had been originally levied against the employer.

Section 6. Dates for Determining Tax Liability and Payment.

In each tax year, each employer shall use their employment records to determine the number of employees from whom such tax shall be deducted and paid over to the appointed Tax

Collector on or before the thirtieth (30th) day following the end of each calendar quarter of each such tax year.

Section 7. Self-Employed Individuals.

Each self-employed individual who performs services of any type or kind or engages in any occupation or profession within a primary place of employment within the political subdivision shall be required to comply with this Resolution and pay the tax due to the appointed Tax Collector on or before the thirtieth (30th) day following the end of each quarter.

Section 8. Individuals Engaged in More Than One Occupation or Employed in More Than One Political Subdivision.

- A. The situs of the tax shall be the place of employment on the first day the person becomes subject to the tax during each payroll period. In the event a person is engaged in more than one occupation, that is, concurrent employment, or an occupation which requires the person working in more than one political subdivision during a payroll period, the priority of claim to collect the local services tax shall be in the following order:
 - 1) First, the political subdivision in which a person maintains his or her principal office or is principally employed:
 - 2) Second, the political subdivision in which the person resides and works if the tax is levied by that political subdivision:
 - 3) Third, the political subdivision in which a person is employed and which imposes the tax nearest in miles to the person's home.

In case of dispute, a tax receipt of the taxing authority for that calendar year declaring that the taxpayer has made prior payment constitutes prima facie certification of payment to all other political subdivisions.

Section 9. Nonresidents Subject to Tax.

All employers and self-employed individuals residing or having their places of business outside of the political subdivision but who perform services of any type or kind or engage in any occupation or profession within the political subdivision do, by virtue thereof, agree to be bound by and subject themselves to the provisions, penalties and regulations promulgated under this Resolution with the same force and effect as though they were residents of the political subdivision. Further, any individual engaged in an occupation within the political subdivision and an employee of a nonresidential employer may, for the purpose of this Resolution, be considered a self-employed person, and in the event his or her local services tax is not paid, the School District shall have the option of proceeding against either the employer or employee for the collection of this tax as hereinafter provided.

Section 10. Administration of Tax.

- A. The appointed Tax Collector shall be appointed by resolution of the School District. It shall be the duty of the appointed Tax Collector to accept and receive payments of this local services tax and to keep a record thereof showing the amount received from each employer or self-employed person, together with the date the tax was received.
- B. The appointed Tax Collector is hereby charged with the administration and enforcement of this Resolution and is hereby charged and empowered, subject to School District approval, to proscribe, adopt and promulgate rules and regulations relating to any matter pertaining to the administration and enforcement of this Resolution, including provisions for the examination of payroll records of any employer subject to this Resolution, the examination and correction of any return made in compliance with this Resolution and any payment alleged or found to be incorrect or as to which overpayment is claimed or found to have occurred. Any person aggrieved by any decision of the appointed Tax Collector shall have the right to appeal consistent with the Local Taxpayers Bill of Rights under Act 50 of 1998.
- C. The appointed Tax Collector is hereby authorized to examine the books and payroll records of any employer in order to verify the accuracy of any return made by an employer or, if no return was made, to ascertain the local services tax due. Each employer is hereby directed and required to give the appointed Tax Collector the means, facilities and opportunity for such examination.

Section 11. Suits for Collection.

- A. In the event that any local services tax under this Resolution remains due or unpaid thirty (30) days after the due dates above set forth, the appointed Tax Collector may sue for the recovery of any such tax due or unpaid under this Resolution, together with interest and penalty.
- B. Where suit is brought for the recovery of this local services tax or other appropriate remedy undertaken, the individual liable therefore shall, in addition, be responsible and liable for the costs of collection.

Section 12. Violations and Penalties.

Whoever makes any false or untrue statement on any return required by this Resolution, or whoever refuses inspection of the books, records or accounts in his or her custody and control setting forth the number of employees subject to this tax who are in his or her employment, or whoever fails or refuses to file any return required by this Resolution shall be guilty of a violation and, upon conviction thereof, shall be sentenced to pay a fine of not more than six hundred dollars (\$600) and costs of prosecution, and, in default of payment of such fine and costs, to imprisonment for not more than thirty (30) days. The action to enforce the penalty herein prescribed may be instituted against any person in charge of the business of any employer who shall have failed or who refuses to file a return required by this Resolution.

Section 13. Interpretation and Effective Date.

- Nothing contained in this Resolution shall be construed to empower the School District to levy and collect the tax hereby imposed on any occupation not within the taxing power of the School District under the Constitution of the United States and the laws of the Commonwealth of Pennsylvania.
- В. If the tax hereby imposed under the provisions of this Resolution shall be held by any court of competent jurisdiction to be in violation of the Constitution of the United States or of the laws of the Commonwealth of Pennsylvania as to any individual, the decision of the court shall not affect or impair the right to impose or collect said local services tax or the validity of the tax so imposed on other persons or individuals as herein provided.
- Except as set forth hereafter, all resolutions or parts of resolutions inconsistent herewith are hereby repealed. Nothing herein shall be construed to repeal the imposition and collection of an occupation privilege tax, plus applicable penalties and interest, and all prior calendar years, or of an emergency and municipal services tax, plus applicable penalties and interest, as the same exist prior to this amendment.
- The tax imposed by this Resolution shall be effective on January 1, 2023 and all calendar years thereafter unless repealed or modified by Resolution of the Derry Township School District.

DULY ENACTED AND ORDAINED this 12 day of December 2022, by the Derry Township Board of School Directors, Dauphin County, Pennsylvania, in lawful session duly assembled.

ATTEST

BOARD OF SCHOOL DIRECTORS

DERRY TOWNSHIP SCHOOL DISTRICT

DAUPHIN COUNTY, PENNSYLVANIA

Terence A. Singer, President

RESOLUTION NO. 2022-05

OCCUPATION TAX RESOLUTION

DERRY TOWNSHIP SCHOOL DISTRICT, DAUPHIN COUNTY

A RESOLUTION OF THE DERRY TOWNSHIP SCHOOL DISTRICT, DAUPHIN COUNTY, PENNSYLVANIA, REAFFIRMING AND LEVYING AN OCCUPATION TAX.

WHEREAS, the Derry Township School District previously enacted, imposed, instituted and levied an Occupation Tax as authorized pursuant to law, and

WHEREAS, the Derry Township School District Board of School Directors intends to and hereby does reaffirm the adoption and levying of an Occupation Tax pursuant to this Resolution.

ENACTED, by the Derry Township School District, Dauphin County, Pennsylvania under authority of the Local Tax Enabling Act, 53 P.S. section 6924.101 et seq, and other applicable law, as follows:

Section 1. Imposition of Tax.

- A. An occupation tax of 100% on the value of all occupations, as assessed on the assessment rolls for Dauphin County tax purposes, is hereby levied and assessed for general revenue purposes for the calendar year commencing January 1, 2023, and annually thereafter until repealed, upon the occupations of all persons residing within the Derry Township School District, Dauphin County, Pennsylvania, who are nineteen (19) years of age or older, but under the age of sixty five (65) years as of the official occupation tax bill mailing date. The rate of taxation in dollars and cents is \$250 based on said percentage of 100%.
- B. School District occupation tax bills shall have the following discount, face and penalty periods.
 - a. If the whole amount of the tax is paid within two (2) months of the date of the tax notice, a two percent (2%) discount shall apply.
 - b. Payment of the full amount of the tax is due within two (2) months following the discount period.
 - c. If the face amount of the tax is not paid within four (4) months after the date of the tax notice, a ten percent (10%) penalty shall be applied and added to the tax amount due.
 - d. The provision with respect to penalties and collection which are recited herein shall be in addition to all other provisions and costs of collection which are provided by law.
- C. The occupation tax shall be in addition to all other property, per capita, residence and other taxes levied by the Derry Township School District.

Section II. Collection of Tax.

- A. The tax levied and assessed hereunder shall be collected by a Tax Collector appointed by the Derry Township School District Board of School Directors, in accordance with the terms and conditions established at the time of appointment, together with the provisions of this Resolution.
- B. The spouse of every person against whom said occupation tax is levied shall be liable for the payment of said tax. Collection thereof from said spouse may be made and enforced in the manner provided for by law for the collection and enforcement of other taxes owing by such spouse, including the collection thereof through the spouse's employer by authorized legal procedure.

Section III. Exemptions.

- A. The appointed Tax Collector shall be exonerated from collecting occupation tax from those persons who qualify for an exemption under the following conditions:
 - a. Persons who are under the age of nineteen (19) and over the age of sixty-five (65) as of the official occupation tax bill mailing date;
 - b. Persons who move out of the School District as of the official occupation tax bill mailing date:
 - c. Persons who are homemakers, retired, active duty military or a member of the clergy:
 - d. Persons whom are disabled with no earned source of income; and
 - e. Persons receiving a total income of twelve thousand dollars (\$12,000.00) or less per year from all sources.
- B. Persons exempt from the provisions of this Resolution as set forth in Section III. above and seeking an exoneration must apply for the exoneration each tax year. If wage limitations are the sole criteria, then it will be based on the preceding calendar year income.
- C. All income received from Social Security, pensions, interest, business profits, dividends and so forth must be computed in annual income.
- D. Occupation tax that is not paid or exonerated by December 31st of the taxing year will be turned over to a delinquent tax collector.

Section IV. Miscellaneous.

- A. This Resolution has been adopted pursuant to the authority of Section 679 of the Public School Code of 1949, the Act of the General Assembly of the Commonwealth of Pennsylvania, No. 14, its supplements and amendments.
- B. Any Resolution or parts of Resolutions conflicting with the provisions of this Resolution shall be and the same are hereby repealed to the extent of such conflict.

DULY ENACTED AND ORDAINED this <u>12</u> day of <u>December</u> 2022, by the Derry Township Board of School Directors, Dauphin County, Pennsylvania, in lawful session duly assembled.

ATTEST

BOARD OF SCHOOL DIRECTORS DERRY TOWNSHIP SCHOOL DISTRICT DAUPHIN COUNTY, PENNSYLVANIA

Terencé A. Singer, President



CAIU Board of Directors

Jean Rice. President

Judith Crocenzi, Vice President

David Barder

Richard Bradley

Kevin Busher

Paula Bussard

Terry Cameron

Scott Campbell

Alyssa Eichelberger

Melanie Gurguiolo

Barbara Geistwhite

Dennis Helm

Jaime Johnsen

Jason Miller

Ericka Schmidt

Patrick Shull

William Swanson

Ford Thompson

Micheal Wanner

CAIU Executive Team

Dr. Andria Saia

Executive Director

Maria Hoover

Director of Educational

Services

Dr. Andrew McCrea

Director of Student Services

Daren Moran

Director of Business and

Operations

David Martin

Director of Technology Services

Blake Wise

Manager of Human Resources

Our Mission

CAIU provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision

Recognized as a trusted and influential partner in achieving life-changing outcomes in the Capital Area. #ChangingLives

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Front cover photo: Two small superheroes take a lunch break at the CAIU second annual Fall Fest, held Saturday, Oct. 29, 2022.

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

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

Deadline for December All-In: Friday, Nov. 25



Executive Director Report All-In! Newsletter November 2022 2022-2023, Issue 5 © Capital Area Intermediate Unit



www.caiu.org

Email: info@caiu.org Phone: 717-732-8400 From the

Executive Director's Desk Mission Moments

WIN WIN HATT

t the end of October, the CAIU held its second Fall Fest. It was a glorious fall day, we had several hundred visitors, and it was a clear success. Surrounded by staff, students, and community members all enjoying the day at our Enola facility, I really felt like the IU was living its mission out loud. I even got to have a conversation with a neighbor about how much they enjoyed the event, and that they had never seen anything like this before. This led me to think how often CAIU staff participate in what I think of as "mission moments," that make all the difference to those we work with and how we can capture and share more of them.

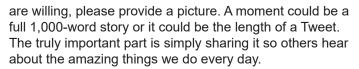
Often associated with not-for-profits and other organizations like ours, a mission moment is a tiny, powerful and inspirational example or story of the work we do and the impact we make. These moments give the work we do more visibility and generally make people feel something, providing the opportunity for people to connect over the event. Most importantly, these moments can not only be shared by others, but can be repeated by others.

Given the life-changing work we do, there is no shortage of inspirational examples for sure. Every day we do something great no matter what our job duties are. Many often think only of the classroom where, no doubt, the magic happens every day. Mission moments also happen in all the other places our staff work: When our facilities staff make sure we have what we need in our environment, when support staff help a family get transportation, when the business office makes sure we have the resources we need. There are so many powerful stories out there, we need only share them.

By sharing our mission moments, we:

- Build commitment to our organization through real examples of how we change lives;
- Provide concrete examples so everyone truly understands what we do:
- Focus our teams and staff on our mission, so that we are all reminded when we get lost in the weeds that what we do is invaluable and should be always be our first thought.

How will we celebrate our mission moments? In as many ways as we can! In our meetings as "shout-outs" or "kudos" to another, in our social media posts, in All In!, in our Compliments, and in all the creative ways we can find. If you participate in or observe a mission moment, please share it with communications@caiu.org. If possible, and you



If you are thinking capturing a Mission Moment is like playing a game of "catch you being good," do not fear. While waiting to catch a mission moment in action, you can participate in "Moments for Mission." Complementing mission moments, moments for mission, are those opportunities we have or make to bring our vision, mission and values to life.

Capturing a moment for mission is less like playing catch because you are intentionally working to create the conditions for a mission moment. Our Strategic Planning Process is designed to encourage our focus on the activities that make up mission moments. When we do the work to meet our goals, we engage in a moment for mission.



When we participate in training to increase our skills sets and knowledge, we are participating in moments for mission.

When we create a service project, we are creating a moment for mission. When we volunteer to support our fundraising arms, Champions for Children and the Center for Student and Teacher Learning (CASTL), we are creating moments for mission.

It is often that you receive an "ask" from me and this month my column in All In! follows this trend. November and December usher in what I traditionally think of as the beginning of the giving season. Thanksgiving, Hanukkah, Christmas, Kwanzaa, and many other holidays focus on our connection to others, giving of ourselves, and celebrating peace, family, and friends. This year, let's treat the giving season of November and December as a time to double down on sharing our moment for missions, building ritual and connection around sharing what we do in all the ways we can.

Giving Voice to On Values #Dedication #Service #Partnership

Goals

By Andrew McCrea, Ph.D. Director, Student Services

Dr. Saia detailed the Intermediate Unit's strategic planning process in her September 2022 article on giving voice to our values. She finished her article by noting the final step in strategic planning--the goal-setting process. The concept of setting a goal is common in both our personal and professional lives. We set goals for everything from improving our health to being more efficient at work. Sometimes, we are successful in reaching our goals, sometimes we are not.

There are a few variables that contribute to the likelihood of success and these variables are succinctly captured in the SMART goal process. SMART stands for Specific, Measurable, Achievable, Relevant, and Time-Bound. Because SMART goals tend to be successful goals, the goals we write at the Intermediate Unit are written with these characteristics in mind. This month, we will take a closer look at goals from a Student Services perspective, with specific focus on the SMART characteristics.

In order to write specific goals, a team must have a detailed understanding of what is going on in their program. During the summer of 2022, staff across many different teams within Student Services gathered to reflect on the strengths, weaknesses, opportunities, and threats (SWOT) within their programs. Based on their findings, these groups developed common themes on which goals could be set.

In order to write relevant goals, a team must align its work with the broader purpose of the organization. The goals that were developed across the many programs within Student Services fell into at least one of three general categories - staffing, systems, and programming. These categories reflect the IU-wide goals for 2022/2023 relative to the same topics, as well as, the mission and vision of the organization, and our four strategic priorities.

STRENGTHS

- Work Ethic
 Communication (internal)
 Knowlege of position
 Problem solving skills
 Willingness to help
 Desire to learn and grow

WEAKNESSES

- Communication (external)Training opportunitiesPulled in multiple directions

- Adapting to change

OPPORTUNITIES

- Cross training
 Consistency of procedures (El and SA

THREATS

- Server issues/systems supportOASIS progress/completion

Relevant can also refer to the amount of attention a goal receives within the normal operation of the program. Goal work, by definition, is new work, focused on improving something or, perhaps, creating something new. New work is difficult to work into existing routines, so attention must be given to it in order to establish new behaviors. Goals across Student Services get their attention in staff meetings, check-ins by supervisors, monthly administrative meetings, and in bi-annual reports on progress to the board of directors.

In order to write achievable goals, a team must ensure that the group is working in a common direction, and that individual efforts are complementary. With this in mind, after developing team goals, staff within a program developed individual goals that supported their team goal. Both team and individual goals are turned into actionable plans through the development of action steps. Action steps outline what the group and individuals will do, and when they will do it, across the life of the goal.

Specific, relevant, and achievable goals are a great start on the road to success; however, even the best intended goals can fail if the concepts of measurement and being time-bound are not considered. Quantitative, or numbers-based, measurement is straightforward and easy to understand. A goal that can be evaluated with numbers is easily tracked for success, relative to the

Giving Voice to Our Volumes #Expertise #Leadership #Innovation

trend of the data. Qualitative, or information-based, measurement, is less concrete, and can be more subjective to interpretation when evaluating growth and success. There is a mix of both quantitative and qualitative measurement in the 2022/2023 student services goals. All goals were written to be accomplished by the end of the school year.

Data Team Dashboard Scorecard ☆ 🖼 📀 File Edit View Insert Format Data Tools Extensions Help <u>Last edit wa</u> ► ~ 🖶 📅 100% ▼ \$ % .0_ .00 123▼ Default (Ari... ▼ 10 Introduce goal focus at September Data Team Monthly Meeting. Recieve feedback on resources needed in planning for this year's ollect 1 focus item from each team member on the dashboard they plan to create. Define data sources for each team member's dashboard. Update Creating Data Dashboards training resource Complete a "Creating Data Dashboards- Using MS Excel" training at October's Data Team Monthly Meeting. October 2021 Each team member is responsible this month for creating their dashboard document
The dashboard document will include a formatted data table that will be updated each month moving forward The team member is responsible for citing their data source to ensure accurate data collection November 2021 Check in at December Data Team Monthly Meeting on goal progress- has data been available the last 2 months to begin to collect/track consistent data points if yes, next step to build the pivot tables and charts for the If no, adjust as needed to ensure our data is easily accessible and Publish Data Dashboard content in a folder on the SSLT drive for Supervisors to view and provide feedback January 2022 February Data Team Monthly Meeting- analyze dashboards to ensure the data is being updated on a monthly basis Discuss with team presenting the data at a future SSLT meeting-get volunteers for March, April, and May SSLT meetings February 2022 Present data at SSLT March 2022 Preseent data at SSLT April 2022 Present data at SSLT May 2022 June 2022 End of year review of progress

At last count, there were 41 specific team/program goals across Student Services. Each of these goals contributes to the growth of student services and the mission, vision, and strategic priorities of the Intermediate Unit. We can look at one of these 41 as a case example.

A group of seven staff in the Enola building, part of the student services data team, are focused on developing a series of data dashboards to help highlight and emphasize data points relevant to the operations of the student services department.

When focusing on building a specific goal, members of the data team worked to identify a weakness related to the imbalance between how much data we have, and how much data we use when making decisions/planning for the future/and

evaluating our efforts. To ensure a relevant goal, the team looked at the Intermediate Unit's goal related to increasing system efficiencies as well as our strategic priority related to stewardship of resources.

As well the team meets on a regular basis to review progress through their action steps and ensure they are on track to be successful. To make the goal achievable, the team developed action steps that outline their work across the next nine months. Progress toward the goal is measured both by implementing the action steps as well as the products/ outcomes that are produced throughout the year. The team plans to accomplish the goal by the end of the 2022-2023 school year.



I once saw a sign that read, "A dream written down with a date becomes a goal. A goal written down into steps becomes a plan. A plan backed by action makes your dreams come true."

While we all have dreams, we also have experience enough to know that just dreaming will leave us short of our goals. The strategic planning and SMART goal process embraced across the Intermediate Unit is our way of increasing the likelihood of our goals being successful. As the goals across Student Services are achieved, no less than 41 items associated with staffing, systems, and programming will make a leap forward over the 2022-2023 school year.

Noteworthy

#BeGreat

#ChangingLives

CAIU Safety and Security

By Daren Moran Director of Business and Operations

On April 20, 1999, school safety and security changed not only for me but all future generations that would be attending school. That is the day two students from Columbine High School in Littleton, CO, murdered 12 of their peers and injured many more. Since then, there have been many school shootings that occurred driving the need for a sharp focus on how to keep our staff and students as safe as possible.

The Capital Region and the CAIU are not immune to the changes that have rippled through the educational community because of these events. In response to Act 55 of 2022 there have been several significant changes to the CAIU's safety and security program.

Two of these mandated changes are the creation of a designated Safety and Security Coordinator for the IU and the requirement for that coordinator to submit a report to the board no later than June 30 on the status of our program. The Act requires that we report on the current condition of school safety and security, what steps were taken over the past year to improve the program and what goals we have for future improvements. In addition, we are required to establish a threat assessment team and report annually to the board of directors. The threat assessment team report must include a verification that the school entity is in compliance with requirements outlined in Article XIII-E; the number and composition of the stablished team: the total number of threats assessed in the school entity; and any additional information determined by the chief school administrator or designee. The School Safety and Security Committee (SSSC) at PCCD is required by Section 1303-E to review these reports annually and use them to when developing requirements under Article XIII-E.

The Current State of our Safety and Security Program

As we transition to more normalized operations in the 2022-23 school year post-COVID, we are ratcheting up our organizational focus on safety by making safety and security a singular priority. First, we are seeking a full-time Safety & Security Coordinator so

that we will have an individual focused on our safety. We anticipate this person will reassess our core safety and command team structure, methods, procedures, and policies identified by our Safety and Security Coordinator and team, and improve our emergency planning and response. Members of our team continue to participate in regional school safety group meetings such as Cumberland County Safe Schools; Dauphin County Safe Schools; PASBO Central Region School Safety Managers Group, as well as other local and regional safety and security meetings, conferences, and seminars. Our staff and students realize that everyone plays a part in school safety and security and our training and drills are received positively by all who participate.

The CAIU has a nine-member, cross-department threat assessment team that has been meeting on a quarterly basis to review current policy, CAIU procedures, and ensure alignment of team practices. We are identifying blind spots in our operations and have considered how the organization can streamline expectations and processes. For example, we are working to determine how communication is disseminated when a crisis occurs and what supports are available throughout the CAIU.

We are also ensuring that new and existing specialized instructional support personnel such as school counselors, social workers, and psychologists are trained in an evidence-based model to conduct threat assessments in a K-12 environment. The model that the CAIU has adopted and based the administrative regulations from is the Comprehensive School Threat Assessment Guidelines (CSTAG). CSTAG is the only model that meets federal criteria for an evidence-based practice. The threat assessment team has also been trained in the PREPaRE model, which stands for: Prevent, Reaffirm, Evaluate, Provide, and Respond, Examine. This model provides a framework for our mobile a crisis team on how to best respond during a crisis event.

Using these models along with professional training, exposure, and education has helped the team lead the CAIU in putting safety at the forefront.

We continue to update our All-Hazards/Emergency
Operations Plan as needed, and plan to provide
additional supports to our "Code Blue Team" in order to
retain the ability to respond internally to medical
emergencies in the building while awaiting emergency
medical personnel to arrive on site.

#ChangingLives

Dyslexia Awareness Da

Our Goal for Future Safety and Security Improvements

The CAIU plans to build upon our current safety and security foundation in the following manner:

- We have assigned a full time role to Safety and Security that will lead school safety and security coordination and support to the Capital Area Intermediate Unit 15 staff, students, families, and to serve as a resource for district administrators in the area of school safety and emergency management.
- We will focus on both online and in-person training opportunities and certification of our emergency planning team members, and will seek basic and expanded training opportunities for all CAIU staff. These trainings will include mental health and awareness topics that will lead to a far better, proactively prepared staff.
- We will continue to seek grant and assistance funding to help support this safety and security budget.
- We will continue to partner with leading local and nationally recognized professionals to assist with ongoing trainings as well as review and improvements to existing safety plans and initiatives.
- We will continue to seek out a state-approved provider for safety and security assessments of our independent satellite locations, in an effort to get

 specialized, third-party input for opportunities to
 - specialized, third-party input for opportunities to improve upon existing emergency response plans.
- We will continue to adapt and implement safety and security protocols as required by state and federal legislation, PDE, the CDC and PA DOH.

Thank you for your ongoing support to make our Intermediate Unit a positive, productive and safe learning place for our staff and students to gather and thrive.

If you have any questions, comments or concerns please don't hesitate to reach out to your supervisor or any member of the administrative cabinet.

By Ami Healy, Training and Consultation Supervisor

The Educational Services team was represented at the PA Capitol Building for Dyslexia Awareness Day on Oct. 24, 2022, to advocate for change.

On behalf of the Central Region Imagination Library, TaC Consultants Geri Schaffer and Lisa Smiley and ANPS Reading Specialist Mea Magaro attended the event in support of early literacy to help identify and remediate dyslexia.

They had the opportunity to hear from literacy advocates, state representatives, and students proclaiming Literacy is Freedom!

- Dyslexia affects 15 to 20 percent of the population and represents approximately 80 percent of individuals diagnosed with a specific learning disability in reading.
- Dyslexia is not correlated to a lack of intelligence.
- Many of our most vulnerable students and families are not able to access these evaluations and therefore are not receiving appropriate academic interventions.
- Failure to identify AND remediate dyslexia leads to poor self-esteem, anxiety, depression, trauma and even suicidality.
- Students with dyslexia often experience school/learning related trauma, and disengage with the educational system.
- Students of color are more likely to be disciplined or expelled before being identified with dyslexia or a learning disability.

Mission Moments

Knitting in Service



Twelve crafters came together at String Theory Yarn Shop to make baby hats, Knitted Knockers breast prosthetics, and tiny octopi for babies in the NICU for the UPMC Auxiliary to share with patients and families.

Mission Moment:

(/'miSHen/ /mOhmUHnt/)

- (1) A moment that defines the mission of your organization;
- (2) Any short, inspirational example of how your organization is making an impact

Flight Patterns to Success in Early Intervention

By Brittany Galosi, Heather Donovan, Trina Strohm, and Patty Cole

For the past three years, Early Intervention has been working on creating our ideal culture and climate. The first steps were understanding what the current climate and culture looked like and how as a program we all can take steps in making it more ideal.

Next, EI worked with two coaches who provided

invaluable time and resources to the staff and supervisors. This work centered around tools to make us aware of how our own interactions and behaviors impact others.





Staff also participated in "Mindfulness Mondays," which included working on identifying our own glimmers, triggers, and how to have difficult conversations through mindfulness and reflection.

On Oct. 12, 2022, El launched the next step, "The Rest of the Story" as El Ambassadors presented information on moving forward with continuing to use our tools.

In addition, the Ambassadors presented information on the importance of upholding our El values of Respect, Kindness, Flexibility, and Integrity.

The EI staff are all looking forward to continuing to work on creating the ideal climate and culture for EI moving forward.

Opportunities to do good

Training & Events

The Capital Area Intermediate Unit (CAIU) hosts numerous innovative events and conferences throughout the year. Our team of consultants, staff, and specialists values and supports lifelong learning.

All events and conference offerings are available in the Frontline Registration System or in Eventsforce.

Check out our <u>Events & Conference</u> page often to see what opportunities are available to you!

Here are some of our upcoming trainings:

- 11/30/2022 <u>Cultivating Student Belonging and Engagement</u>
- 11/29/2022 <u>Tier 2 AT Process Training</u>
- 12/1/2022 AT Options for Academics
- 12/1/2022 <u>CAIU Instructional Technology</u> <u>Collaboration (ITC)</u>
- 12/1/2022 to 1/15/2023 Google Summit 1.0 2022 (Asynchronous)
- 12/6/2022 <u>Belonging Series Listening, Openness,</u>
 <u>& Empathy</u>
- 12/8/2022 Empathetic Listening Workshop
- 12/9/2022 to 1/9/2023 <u>The First Days of School:</u> <u>How to Be an Effective Teacher (CPE Course)</u>
- 12/15/2022 Edpuzzle Lunch and Learn
- 12/15/2022 <u>Listening to Understand Lunch-and-</u> Learn Series, Saul Flores (Lunch included)



CAIU Service Projects

(July 2022 - January 2023)

CAIU staff are encouraged to give back to the community by participating in a CAIU Service Project. These projects must be completed after July 1 and on or before our CAIU All Staff Day in January. In exchange for your participation, you get the afternoon of All Staff Day off!

Service projects are not just about doing good things, they are also about building relationships and community.

Click <u>HERE</u> for CAIU Service Project Process and Forms.

- 11/26/22 ALL STAFF DAY Monte Carlo Night Volunteer
- 12/3/22 ALL STAFF DAY Holiday Kids' Shop at Fort Hunter (more dates/times available)
- 12/9/22 ALL STAFF DAY <u>Live Nativity</u> <u>Participation</u> (more dates/times available)
- 12/17/22 ALL STAFF DAY Wreaths Across America

Upcoming CAIU Events

- 11/26/2022: Monte Carlo Night Fundraiser for Dolly Parton's Imagination Library.
- More information here.

ibelúng@caiu

Welcome New Hires!

- Rashell Bowman is a school nurse at Enola
- Delaney Klepper is an OT at Enola
- Sally Lopez is an itinerant ESL Educational Consultant
- Nicole Calabrese is an EPP at Logos Academy
- Samuel Lisa is a district technology coordinator at Upper Dauphin
- Elizabeth Miriello is an LTS remedial specialist at Holy Name of Jesus

- Pamela Schoenly is a floater teacher at various locations
- Dorothee Veit-Murray is a S/L clinician at Enola
- Heather Welsh is a second-shift custodian at Engla

Farewell, Retirees!

- Hope Hoover, retiring after 35 years of service
- Renee Wesner, retiring after 15 years of service
- · Debra Wancho, retiring after 30 years of service





Daren Moran, Director of Business and

Operations #Expertise Daren has been so helpful in my transition into the role of Program and Grant Specialist. He is always a Teams message away to answer all the most random questions I have as I navigate a variety of grant opportunities. Not only is Daren knowledgeable about the IU business process, but he is also an asset to Champions for Children. I appreciate his dedication, knowledge, and assistance. Submitted by Kellie Custer, Program and Grant Specialist

Carolyn Yoder, Speech-Language Pathologist #Service Her flexibility, understanding, and overall work have been so appreciated. She makes such an effort to keep our students' art a priority. I know that it is not always the most convenient time for her to come here, but she understands our students so well, and that is just such an amazing thing. Even though she is from the IU she fits right in and feels so much like just one of our staff. Submitted by Adam Shickley,

M.A. Special Education, Literacy Instruction, CASA

Tylor Miller, Technology Support Specialist #Service Tylor made miracles happen to get 25 computers ready for a staff professional development training at a last minute's notice. Tylor has routinely been optimistic, helpful, and supportive when our team has needed help. I am grateful for all that he has done!

Submitted by Chad Pellman, Program Supervisor

Tylor Miller, Technology Support Specialist #Expertise Tylor Miller assisted the Data Team this morning in equipment set-up and issue resolution during the meeting. Tylor was a delight to work with and extremely prompt in response to an unexpected issue with the technology in the room. Thank you for making sure our first in-person DQN meeting was a success. Our team appreciates the work that you do! Submitted by Amy Cserny, Data Systems Supervisor



Marcus Woodall, Technology Support Specialist #Expertise Marcus Woodall assisted the Data Team in equipment set-up and issue resolution during the meeting. Marcus was a delight to work with and extremely prompt in response to an unexpected issue with the technology in the room. Thank you for making sure our first in-person DQN meeting was a success. Our team appreciates the work that you do! Submitted by Amy Cserny, Data Systems Supervisor

Tim Kohler, Technology Support Specialist #Dedication Tim is always willing to help, no matter how trivial my question or need is. His communication throughout any request or support is outstanding and always ensures that I don't need anything else in that moment. His support has made my work experience and the others around me better because of his dedication to lending a helping hand and being a tremendous communicator. Thank you, Tim! Submitted by Chad Pellman, Program Supervisor

Dave Rouner and Mike Zarker Maintenance/ Facilities Technicians #Service Dave and Mike were so helpful and kind when they came out to my school to deliver my new cabinets. They were efficient, helpful, and kind! Thank you! *Submitted by Leigh Shannon, Remedial Specialist, ANPS*

April Rives, Holly Shemitz, and Seth Imboden, **Educational Paraprofessionals** #Dedication Miss Holly, Miss April, and Mr. Seth are the epitome of dedication to not only our students, but to our entire team. They work selflessly to assist one another and me to provide the best programming for the students. The students demonstrate a unique set of needs which can be very challenging; and this team always brings their "A" game. They bring ideas to share, activities to try, and supplies to supplement our units. I have had some health issues which necessitates sporadic absences, and they always step up and hold down the ship when I need to be out. Knowing that the students are in such good hands helps me be able to focus on my health at those times. Probably their biggest flex is the way they interact with the students. They treat them with kindness and dignity and are truly dedicated to each of their individual successes. Submitted by Dina Roseberry, AS Teacher









SATURDAY NOV 26 at 6PM

WHITAKER CENTER

A CASTL AND CAPITAL AREA INTERMEDIATE UNIT FUNDRAISER



CAIU BOARD HIGHLIGHTS

The following actions were taken at the **November 17, 2022** meeting, held in the Board Room of the Capital Area Intermediate Unit.

REPORTS/UPDATES

2021-22 Final Audit Report Presentation - Jeff Walker, Brown Schultz Sheridan & Fritz, presented the June 30, 2022 audit report. Mr. Walker reviewed the scope of work and audit opinions. The CAIU was given a clean audit opinion. He also summarized the financial highlights and noted the significant increase in pandemic related federal funding. In addition, CAIU is currently debt free. Mr. Walker reviewed the required communications to inform the Board about certain aspect of the audit and highlighted the GASB Statement No.99 under upcoming pronouncements which are effective June 30, 2024 financial statements. Daren Moran shared that the Board will vote on the approval of this audit report next month. The Board shared their gratitude to Daren, the business team, and Dr. Saia for their continued extraordinary and competent management of the CAIU.

> CAIU Team Reports:

- o Dr. Andrew McCrea, Director of Student Services, recognized Kerry Fitch, Educational Coach, who will be leaving the IU for a similar position at the State. Kerry works at Hill Top and has done a phenomenal job to ensure the accuracy of very important processes and paperwork; she will be missed and will be hard to replace. Dr. McCrea highlighted the All In article on Goals. The article outlined the goal process and talked about the variables that contribute to setting successful goals. Specific, relevant, and achievable goals are necessary but must be measurable and time-bound in order to be successful. Quantitative, measurements are easy to understand and trackable. His team meets regularly to review progress through action steps. He also provided a Student Services programming update: things are going well and student enrollment is up.
- Len Kapp, Supervisor of Operations & Transportation, provided an update on the Enola building construction: We passed the final inspection and the remodel project is officially complete. Transportation update: We continue to hold our own as the situation is still very challenging.
- Blake Wise, HR Manager, highlighted CAIU's recruiting and onboarding efforts. We have ramped up our attendance at career and job fairs and they are going really well. Our main goal is to provide education about who we are and what we do as an IU. We will be attending a career expo at Cumberland Valley SD today. Blake gave a shout out to Kellie Custer, who will be presenting this morning an overview of the CAIU. We will share the presentation with the Board. Onboarding Update: a survey was sent to new staff over the summer. We have reviewed the results of the survey and have started to make changes and improvements accordingly. We are already seeing positive trends. Open enrollment update: We are in an open enrollment period now for medical and supplemental disability and life insurance.

- Lisa Klingler, Supervisor of Non-Public School Services, reported for the Education Services team in Maria Hoover's absence. Lisa's team of 55 staff are participating in grief awareness day today and remembering all of our students who are grieving. Her team has sponsored a tree at Penn Harris hotel in which the proceeds will go towards the Caring Place. Lisa announced a 3-part series, Listening to Understand. The first session is today, 2nd is in December, and 3rd in January. These are three powerful sessions where the speakers share their inspiring personal stories. All are invited and welcomed to attend. She shared that the CAIU is partnering with Messiah for 26 education students who provide tutoring to several districts' English Language learners. Six IUs have gathered their instructional coaches to discuss best practices and to network. Keystone State Challenge Academy recently took a field trip to Gettysburg. The Education Services team was invited to represent and advocate for the CAIU at the Capital for Dyslexia day.
- Dave Martin, Director of Technology, reported that we recently held a training for school district staff to help them be better prepared for the future. The next session will be a legal session and will discuss legal updates and implications. The technology team is working hard on installing and setting up all of the new technology in our renovated conference spaces. Training will be provided to staff once complete. Technology staffing update: there are still some vacancies. A contractor was hired and will start today to fill a helpdesk position,
- Daren Moran, Director of Business, gave a shout out to the entire business team for the awesome job on the audit report. In addition, he recognized the human resources and technology teams for their support with the audit. This was an organizational wide effort. Daren recently attended the annual 3-day PAIU conference for Business and Human Resources. It was a very productive conference and was a great networking opportunity. Negotiations was a big topic of discussion at the conference as it was at his recent Business Managers Advisory meeting. Many districts are settling on a 5-year contract and we are seeing a lot of innovative thinking and solutions. Daren highlighted the Safety and Security article in All In. The IU has shifted its focus to possible threats and the significant changes in ACT 55. Solicitor RFP update: We have received 4 proposals. The volunteer Board committee and Cabinet will be reviewing and discussing these proposals. We hope to have a successful candidate up for approval in December.
- Rennie Gibson, Board Secretary, reminded the group that the December Board Meeting is one week early due to the holiday and will be held on December 15, 2022.
- Dr. Andria Saia, Executive Director, shared gratitude for her Cabinet team, the Business team, and Len's team who have all done an amazing job. She recognized that the Student Services team continues to do amazing things on a daily basis. Dr. Saia is also very grateful for the support of this Board. Enola Miller House update: we are still in a waiting period and the Wawa's is projected to go in by the spring. CAIU Fall Fest update: the event was an amazing success. Approximately 500-700 people attended. The next event is Monte Carlo night to benefit Dolly Parton Imagination Library on Saturday, November 26 @ 6pm at the Whitaker Center. Please use the code: CAIU50 to get 50% off of the ticket price. We have brought on board two new marketing interns from DCT and CPVTS. We will be reading to various classrooms today as part of American Education Week. PDE just announced available grant money for nine school districts that have afghani refugees. This grant is due by 11/30 at noon. Have a Happy Holiday.

APPROVED ACTION ITEMS

- > Approval of Board Minutes October 27, 2022
- > October 2022 Treasurer's Report a total of \$9,598,755.52 in receipts and \$10,352,450.38 in expenses
- > Summary of Operations for October 2022 showing revenues of \$35,383,011.59 and \$30,500,331.43 in expenses
- Other Business Items
 - November 2022 Board Contracts
 - Acceptance of resignation from the CAIU Board of Directors Mr. Kevin Busher, Lower Dauphin S.D., effective November 11, 2022.

Policies & Programs

- Second Reading, Revised Policy #805 Emergency Preparedness
- Second Reading New Policy #805.2 School Security Personnel
- First Reading, Revised Policy #346 Workers' Compensation
- Tabled Second Reading Revised Policy #236.1 Threat Assessment until December Board meeting for revisions.
- > Job Descriptions
 - First Reading, new Position, New Description Safety and Security Specialist
- Personnel Items
 - See attached Personnel report and Addendum

EXECUTIVE DIRECTOR'S REPORT

➤ Click HERE for the *All In* Executive Director's Report

PRESIDENT'S REPORT

Mrs. Jean Rice thanked the Board for their attendance and wished everyone a happy holiday.

NEXT MEETING: Thursday, December 15, 2022, 8:00 a.m., Board Room, CAIU Enola Office

Board Meeting Dates for 2022-2023

Time of Meetings: 8:00 a.m.

August 25, 2022 February 23, 2023

September 22, 2022 March 23, 2023

October 27, 2022 April 27, 2023

November 17, 2022 May 25, 2023

December 15, 2022 June 22, 2023 Reorganization Meeting

January 26, 2023

November 17, 2022 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

VICKIE ARMSTRONG, Department Coordinator, Student Services Team, effective June 30, 2023. Reason: Retirement after more than 21 years of continuous CAIU service.

LENA ENGLE, Educational Paraprofessional, Emotional Support Program, effective November 9, 2022. Reason: Personal.

KERRY FITCH, Educational Coach, Student Services Team, effective January 2, 2023. Reason: Personal.

HEATHER HANEY, Personal Care Assistant, Autism Support Program, effective November 22, 2022. Reason: Personal.

JENNIFER RIVERA, Personal Care Assistant, Emotional Support Program, effective November 4, 2022. Reason: Personal.

LINDSAY STUFFLE, Educational Paraprofessional, Emotional Support Program, effective November 18, 2022. Reason: Personal.

KRISTIN WILSON, Teacher, ESL Program, effective October 27, 2022. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

PAIGE BOWERMASTER, Intern, Early Intervention Program, effective date to be determined until the end of the 2022-2023 school year. Hourly rate will be \$15.00. This is a temporary intern position funded through the MAWA budget.

CHELSEA FLOYD, Paraeducator, effective date to be determined. Assignment: Job Coach, Project SEARCH Program with base salary of HS+48, \$27,075 + \$2,950 annual stipend for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a replacement position funded through the Project SEARCH budaet.

KEVIN KAZDA, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Autism Support Program with base salary of HS+48, \$27,075 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the Autism Support budget.

JENNY LIEBRUM, Program Secretary, Early Intervention Program, effective November 29, 2022. Base salary of \$38,251.22 for 260 days of service will be prorated based on the number of days worked through June 30, 2023. This is a replacement position funded through the MAWA budget.

CHRSTINE LYNCH, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Autism Support Program with base salary of HS, \$24,985 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the Autism Support budget.

KELLY MYERS, Temporary Professional, effective November 29, 2022 – June 8, 2023. Assignment: Part-Time Long Term Substitute Social Worker, ANPS Program with base salary of Masters, Step 14, \$73,108 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the EANS I budget.

KRYSTAL ROTH, Temporary Professional, effective November 14, 2022. Assignment: Behavior Consultant, Student Services Team with base salary of Masters, Step 2, \$54,447 for 190 days of service will be prorated for a total of 128 days with additional new hire days as required. This is a new position funded through the HTA Center-Based budget.

BRITTANY SCHULTZ. Temporary Professional, effective date to be determined. Assignment: School Psychologist, Pupil Services Program with base salary of Masters+60, Step 2, \$60,007 for 190 days of service will be prorated based on the number of hours/days worked with additional new hire days as required. This is a new position funded through the Pupil Services budget.

CHANGES OF STATUS:

SHANNON ELLSION, Floater Teacher, Student Services Team, from full-time to part-time status, effective November 7, 2022.

DAVID LAPLANTE, from Educational Paraprofessional to Mental Health Worker, Emotional Support Program, effective November 14, 2022. Change of status results in a change of salary to \$33,361 which is based on a MHW Bachelor's, Step 2 placement on the current salary scale. This is based on 190 days of service and will be prorated for a total of 128 days.

ELIZABETH MIRIELLO, Long Term Substitute Remedial Specialist, change in assignment end date from May 26, 2023 to June 7, 2023.

LEAVES OF ABSENCE:

LAURA SPANGENBERG, Inclusion Consultant, Early Intervention Program, sabbatical for restoration of health effective December 1, 2022 - May 31, 2023. Leave is in accordance with and provided for under the PA School Code

Our Mission: Provides innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great. #BeGreat

Our Vision: Recognized as a trusted and influential partner in achieving lifechanging outcomes in the Capital Area. #ChangingLives

December 12, 2022

PSBA Liaison Insider Summary Update (from 11/7/22)

Delegate Assembly meeting recap: election results, legislative platform adopted PSBA's Delegate Assembly meeting was held on Saturday, November 5, conducted in person at PSBA offices in Mechanicsburg and via Zoom. Members heard the election results for new officers and sectional advisors, and also adopted the 2023 Legislative Platform.

Elections: Open voting for members of PSBA was held September 9-October 29 through a secure, online voting website. The new officers will take their offices on January 1, 2023. Officers of the 2023 Governing Board are listed below with (*) indicating positions that were up for election this year.

President - David Schaap, Brentwood Borough School District (Allegheny Co.)

President-elect* - Mike Gossert, Cumberland Valley SD (Cumberland Co.)

Vice President* - Allison Mathis, North Hills SD (Allegheny Co.)

Treasurer - TBD: This position was vacated by Mike Gossert upon his election to President-elect

Immediate Past President - David Hein, Parkland SD (Lehigh Co.)

Eastern Zone Representative - Edward Brown, Upper Darby SD (Delaware Co.)

Central Zone Representative* - Julie Preston, Northern Tioga SD (Tioga Co.)

Western Zone Representative - Marsha Pleta, Washington School District (Washington Co.)

Sectional advisor co-leaders and the advisory council chair will be selected in January.

These sectional advisors were elected to serve a two-year term:

Section C1 Advisor - Major Thomas Kerek, Kane Area School District (McKean Co.)

Section E2 Advisor - Dr. Karen Beck Pooley, Bethlehem Area School District (Northampton Co.)

Section E4 Advisor - Amy Goldman, Radnor Township School District (Delaware Co.)

Members also elected two PSBA Insurance Trustees to serve a three-year term:

Kathy K. Swope

Roberta M. Marcus

PSBA 2023 Legislative Platform adopted

Delegates voted to adopt PSBA's 2023 Legislative Platform at the Delegate Assembly meeting. The platform is PSBA's official record of positions on legislative issues and is the guide for the association's advocacy efforts. The new platform will be posted to the PSBA website in the coming weeks.

SBS Forum Steering Committee elects leaders

In addition, the School Board Secretaries Forum Steering Committee has elected two new leaders for a twoyear term starting in 2023:

- Tracy Long, Keystone Central School District (Clinton Co.)
- Steve Skrocki, North Penn School District (Montgomery Co.)

General Assembly sends bills to the governor's desk

The General Assembly passed these bills recently and sent them to Governor Wolf:

- Work permits for minors: House Bill 1829 (Rep. Ecker, R-Adams) amends the Child Labor Act to remove the requirement for minors seeking a work permit to sign the permit in the presence of the issuing officer. This legislation would also allow for the issuing officer to conduct the examination portion of the application via video conferencing software.
- **Breach of personal information:** Senate Bill 696 (Sen. Phillips-Hill, R-York) amends the Breach of Personal Information Notification Act to require any state agency, county, municipality, public school or third-party vendor that conducts business with a state or local agency that experiences a data breach to provide notice of the breach to affected victims within seven business days of determination. The measure would also require the state's attorney general to be notified concurrently of the breach that occurs in a state agency. A county's district attorney would be notified within three business days if the breach occurred in a county, school district or municipality. The bill is applicable to school districts, charter schools, intermediate units, and career and technical centers.

PDE invites school districts to learn about Pre-K Counts grant availability

The Pennsylvania Department of Education (PDE), Office of Child Development and Early Learning (OCDEL), is announcing opportunities for school districts and other early childhood education providers to participate in informational webinars and regional meetings to learn about the Pennsylvania Pre-K Counts (PA PKC) program. This information is being provided ahead of the period next spring for all current and potential providers to apply for the competitive grants.

The webinar sessions will be offered November 2022, through January 2023, and regional opportunities will occur in February 2023 before the official Request for Applications (RFA) is released. All eligible applicants are encouraged to attend the full series of offered webinars to fully understand the PA PKC program regulations and expectations. The webinars will review program information and provide an opportunity to ask questions. Use the links below to register for each webinar:

- Community Needs Assessment & Partnerships: 11/10, 12-1 p.m.
- Eligibility, Enrollment, and Attendance: 11/17, 12-1 p.m.
- Personnel Qualifications and Professional Development: 12/1, 12-1 p.m.
- Health and Safety: 12/8, 12-1 p.m.
- Classroom Instructional Support: 12/15, 12-1 p.m.
- Family Engagement: 1/5, 12-1 p.m.
- Fiscal Responsibilities: 1/12, 12-1 p.m.

Regional networking will occur in February 2023 throughout the state. These meetings will be announced later and will provide interested applicants a means to coordinate and collaborate on required RFA items such as community needs assessments and partnerships, which will be highly prioritized during the RFA process.

PSBA Liaison Insider Summary Update (from 11/21/22)

Delegate Assembly adopts 2023 Legislative Platform

On November 5, voting delegates from member school entities across the state came together virtually and in person for the Delegate Assembly meeting to adopt PSBA's 2023 Legislative Platform and legislative priority issues for the 2023-24 session of the General Assembly. The platform serves as PSBA's official record of positions on legislative issues and is the guide for the association's advocacy efforts. School boards have an opportunity to propose changes to the platform once a year. All proposals submitted by school boards are reviewed by the PSBA Platform Committee; the committee's recommendations are considered by the Delegate Assembly. Click here to read PSBA's 2023 platform.

Governor Wolf signs bills into law

Governor Wolf has signed these bills into law:

- Work permits for minors: House Bill 1829 (Rep. Ecker, R-Adams), now Act 117 of 2022, amends the Child Labor Act to remove the requirement for minors seeking a work permit to sign the permit in the presence of the issuing officer. Act 117 also allows the issuing officer to conduct the examination portion of the application via video conferencing software.
- Breach of personal information: Senate Bill 696 (Sen. Phillips-Hill, R-York), now Act 151 of 2022, amends the Breach of Personal Information Notification Act to require any state agency, county, municipality, public school or third-party vendor that conducts business with a state or local agency that experiences a data breach would be required to provide notice of the breach to affected victims within seven business days of determination. A county's district attorney would be notified within three business days if the breach occurred in a county, school district or municipality. The law is applicable to school districts, charter schools, intermediate units and career and technical centers.

Public comment sought on model MOU (safe schools)

The State Board of Education is seeking public comment on the model Memorandum of Understanding (MOU) contained in the Chapter 10 regulations for schools to use with law enforcement agencies. Click here to read the Chapter 10 regulations; the model MOU is at end under Appendix A. Schools may use the model or their own. According to a report provided by the PA Department of Education's (PDE) Office of Safe Schools, as of November

2022, 99.8% of school entities (779) have their signed MOUs on file with PDE. The model MOU is widely used, and no adjustments to the document were suggested. The office recommends that since the MOUs are submitted by schools biennially, an additional field be added to the front page of the MOU to indicate the two-year period (such as 21/22 & 22/23) to provide clarity and consistency. The committee is inviting stakeholders to provide public comment on the MOU until January 31, 2023. Written comments must be submitted electronically at RA-stateboarofed@pa.gov or in hard copy to: State Board of Education, 1st Floor, 333 Market St., Harrisburg, PA 17126.

Click here to read the report provided by the Office of Safe Schools regarding the MOUs.

PDE publishes new sets of required competencies for teacher induction and continuing professional development programs

The PA Department of Education (PDE) is finalizing the three new sets of competencies required for teacher induction and continuing professional development programs as required under the newly revised Chapter 49 regulations concerning educator certification that became effective on April 23, 2022.

PDE has published the competencies on <u>Structured Literacy</u>, <u>Professional Ethics</u> and <u>Culturally-Relevant and Sustaining Education (CR-SE)</u>. All three sets of competencies are available on PDE's website or click on the links above. Continuing professional development courses for in-service educators for all three sets of competencies will also be made available.

In a recent report from PDE to the State Board of Education, the department provided the effective dates for the integration of the competencies/standards for induction and professional development programs during the three-year phase-in period (2022-23, 2023-24 and 2024-25 school years). In addition, the report included a listing of other new requirements under Chapter 49 that have been completed or are in progress. Click here to read PDE's progress report on the implementation of the regulations.

PDE now offers annual "at-a-glance" calendar for due dates for reports, activities
The PA Department of Education's Office of Elementary and Secondary Education (OESE) staff has developed an
annual calendar to assist school entities in identifying the general timing of annual conferences, training
opportunities, activities, report due dates and grant due dates. The information included in the OESE calendar
should not be considered an exhaustive list of all important dates or deadlines, and any omission or error is
inadvertent. Additions, suggestions and corrections can be submitted for consideration to: RAEdSchoolSupport@pa.gov. Click here to view the general annual calendar.

January is School Director Recognition Month

Error! Filename not specified. Research shows a correlation between highly effective boards and student achievement. Because school boards play a crucial role in helping schools provide a quality education to every student, January is once again being declared School Director Recognition Month. PSBA has developed a list of resources online to help you celebrate and say thanks for the many volunteer hours these elected officials dedicate to your schools. Check the PSBA website for access to customizable recognition certificate, ideas for celebration, quick facts and more.

Register now for the inaugural COSSBA Annual Conference

Error! Filename not specified. Registration is now open for the inaugural **COSSBA Annual Conference**, to be held March 30-April 2, 2023 in Tampa, Florida! This exciting three-day event will include ample learning opportunities, inspiring keynote speakers and dedicated times for member networking. COSSBA will kick off this event with an early bird session hosted by the Urban Boards Alliance on March 30, where members can engage in educational strategies and share best practices that address and improve the educational outcomes of students within challenging environments. The UBA early bird is encouraged for rural and suburban school districts as well. The full conference agenda including breakout sessions, keynote information and further details are available on **COSSBA.org**. **Register now!**