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**Derry Township School District
Board of Directors Meeting
October 10, 2023
Summary Minutes - VI**

BOARD OF DIRECTORS MEETING - OCTOBER 10, 2023

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, Lindsay Drew, Lindsay Koch, Kathy Sicher, and Terry Singer

Members in Attendance Virtually: Mike Rizzo

Members Absent: Donna Cronin, Maria Memmi, and Ericka Schmidt

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

Student Board Representatives in Attendance: Lucy Barto, Natalie Colarossi, and Shiza Saad

Solicitor: Jeff Ouellet

Staff/Public in Attendance In-Person: Michael Davies, Sarah Karpel, Jared Nicholson, Sheryl Pursel, Jason Reifsnyder, Jennifer Renz, Aaron Shuman, and Jennifer Sloppy

Staff/Public in Attendance Virtually: Tracy Brown, David Buffington, Catherine Burys, Dr. Marilyn Carter, Josh Cysyk, Lisa Dalto, Kat English, Scott Harman, Alaric Krause, Kristin Leiss, Andrea Mitchell, Kim O'Connell, Honesta Romberger, Tracey Royo, Kirsten Scheurich, Angie Shipper

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

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

Minutes

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

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

2. INFORMATIONAL AND PROPOSALS

2.a. Presentation - Crabtree, Rohrbaugh, & Associates

Minutes

Anthony Colestock of Crabtree, Rohrbaugh, & Associates gave an update on recent activities for starting the process of determining the districts vision for the elementary school project.

2.b. President Communications

Minutes

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

- Informational Items
- Matters of Personnel
- Consultation with attorney or other professional advisers

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, if in person, should complete and turn in a registration form to the Board Secretary, Mrs. Agee. Registration forms can be found on the sign-in table adjacent to the board room entrance. When your name is announced, come to the microphone. If online, you must have registered individually with your full name, and address, to be recognized. Raise your virtual hand for recognition. Once recognized or un-muted, it is only necessary that you identify yourself by providing your full name.

This is a reminder that public comment is not a forum for personal attacks, antagonistic behavior, or harassment. Please be advised that you are accountable for any legal ramifications and liability that results from statements that misrepresent the truth, defame

individuals, or disclose personal information that is not of public concern.

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

Minutes

The following citizens were recognized by the board:

- Jennifer Sloppy spoke to Neurodiversity and acceptance

2.d. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 8 submissions during the month of September.

2.e. Standing Committee Meeting Report

Minutes

Dr. Koch gave a report on the Athletics & Activities Meeting that met prior to this evening's meeting and discussed the following:

- surveys are finalized and ready to send out to parents at the end of fall sports
- the surveys are anonymous
- for parents only at this point
- Mr. Montedoro gave a fall sports recap
- the Hall of Fame Luncheon took place this past Friday
- Homecoming is coming up in a few weeks
- Mr. Montedoro shared coaching challenges
- winter sports registration through Family ID is now available as of today
- Mrs. Pursel gave a concession stand update on the delay of the demo

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

Lucy Barto, Natalie Colarossi, and Shiza Saad gave a report that included the following:

- Community Resource Fair on October 19th 4:00-6:00 p.m. in the middle school LGI - focus on the community resources available to students with disabilities
- custodian and maintenance appreciation day on October 2nd
- The Hershey High School Athletic Hall of Fame inducted 5 new members on October 6th- David Nolan, Katie Nolan, Laurie Sprecher, Chris Bickel, and Kathleen Krall.
- DTSD freshman Arman Kazi named to this year's Junior Innovators Top 300.
- HHS recognized 10 students for the September Trojan Ten - Noah Chetlen, Claire Dalto, Logan Richards, Antony Sepúlveda, Caleb Tinsley, Nina Leiss, Grant Later, AP Placeres, Tulsi Patel, Tyler Lucas
- 10 students were announced as commended for the National Merit Scholarship Program, Congratulations to Matt Kao, Edward Liszka, Bryant Liu, Yanwei Liu, Kamalini Nagarajan, Alexander Petula, Shiza Saad, Nawaf Sarwani, Mathias Van De Louw, Markus Wingert
- Hershey Girls Tennis finished up their regular season with an amazing record of 13-1
- Hershey Cross Country boys and girls finished their regular season with undefeated records making them both Keystone Division Champions
- HHS Mini Thon is hosting their annual Fall Fest at the high school on Friday, October 13th, 5:30 to 7:30 p.m.
- Boys soccer won their pink out game against Waynesboro 6-0 on Thursday October 5th
- Boys Golf competed in the District III Team Championship on Friday and were named District Champs
- The annual Homecoming Court has been selected - Ben Campos, Cole Goodman, Renato Jimenez, Joey Owsley, Eamon Callahan, Nawaf Sarwani, Priyanka Nambiar, Lucy Barto, Katie Bortel, Emma Burke, Cara Cronin, Lauren Yazinksi
- Homecoming theme this year has been unveiled to be Atlantic City Boardwalk turn of the century. This theme was chosen to honor one of Milton Hershey's favorite places to go with his wife

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 October 10, 2023 Board of Directors Summary Minutes
2. Presentation - Elementary PBIS
3. Music Department Trips 2023-24
4. Trip Revision- HHS Instrumental Music Department, Chicago, IL
5. ESS Rate Increase
6. Club Recognition

- 7. Club Approval (2)
- 8. Inter-fund Transfers

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

Minutes

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

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

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

4.b. Approval of Board Operating Guideline

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

- 005-BOG-3 Board Relations

4.c. Requests for the Use of School Facilities

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

Group:	HHS Band Boosters
Date/Time:	Friday, March 15, 2024, 3:00 p.m. - 10:00 p.m. (set-up) Saturday, March 16, 2024, 7:00 a.m. - 10:00 p.m.
Requested Facility:	High School or Middle School - Auditorium, Gym (if available), B118, B120, (band rooms), Orchestra Room, Cafeteria, LGI,

first floor classrooms TBD, Lobby outside
Cafeteria/Auditorium

Event: TIA Indoor Competition - Cocoa Classic

Fee: Custodial Fee: \$44.09 per hour (approx. \$661.35)

Group: **HHS Music Department**

Date/Time: May 3, 10, 17, 31, June 7, 2024 7:00 a.m. - 11:00 p.m.
May 4, 11, 18, 24, June 2, 8, 2024 7:00 a.m. - 3:00 p.m.

Requested Facility: High School - Auditorium, Band Room,
Chorus/Orchestra Room

Event: Music in The Parks

Fee: Custodial: \$44.09 per hour (approx. \$2,689.44)
Total Fees: approx. \$2,689.44

Group: **Hershey Youth Football Association**

Date/Time: Friday, December 1, 2023 5:30 p.m. - 9:30 p.m.

Requested Facility: High School Cafeteria, & Auditorium

Event: End of Year Banquet

Fee: None

Group: **Trojan Youth Wrestling**

Date/Time: Saturday, November 4, 2023 (set up), 7:30 p.m. - 9:30 p.m.
Sunday, November 5, 2023, 6:00 a.m. - 5:00 p.m.

Requested Facility: High School - gym, mat room, cafeteria, kitchen, rest rooms

Event: Tournament # 1

Fee: Gym Rental: \$80 per hour (approx. \$1, 040.00)
Kitchen/Cafeteria Rental: \$80 per hour (approx. \$1,040.00)
Kitchen Staff: Cost per HESPA contract
Custodial Fee: \$44.09 per hour, per custodian (approx. \$1,058.16)
Total Costs: approximately \$3,138.16*
Requesting Waiver of Facility Use Fees: approx. \$2,080.00 (see attached email)
Total Costs: approx. \$1,058.16*
*Total does not include fees for kitchen staff

Group: Trojan Youth Wrestling

Date/Time: Saturday, December 9, 2023 (set up), 9:30 p.m. - 11:00 p.m.
 Sunday, December 10, 2023, 6:00 a.m. - 5:00 p.m.

Requested Facility: High School - gym, mat room, cafeteria, kitchen, rest rooms

Event: Tournament # 2

Fee: Gym Rental: \$80 per hour (approx. \$1, 000.00)
 Kitchen/Cafeteria Rental: \$80 per hour (approx. \$1,000.00)
 Kitchen Staff: Cost per HESPA contract
 Custodial Fee: \$44.09 per hour, per custodian (approx. \$1,036.12)
 Total Costs: approximately \$3,036.12*
 Requesting Waiver of Facility Use Fees: approx. \$2,000.00 (see attached email)
 Total Costs: approx. \$1,036.12*
 *Total does not include fees for kitchen staff

Group: Trojan Youth Wrestling

Date/Time: Sunday, February 4, 2024, 6:00 a.m. - 5:00 p.m.

Requested Facility: High School - gym, mat room, cafeteria, kitchen, rest rooms

Event: Tournament # 3

Fee: Gym Rental: \$80 per hour (approx. \$880.00)
 Kitchen/Cafeteria Rental: \$80 per hour (approx. \$880.00)
 Kitchen Staff: Cost per HESPA contract
 Custodial Fee: \$44.09 per hour, per custodian (approx. \$969.98)
 Total Costs: approximately \$2,729.98*
 Requesting Waiver of Facility Use Fees: approx. \$1,760.00 (see attached email)
 Total Costs: approx. \$969.98*
 *Total does not include fees for kitchen staff

4.d. Announcement of Staff Development Conferences

Staff Member:	David Lillenstein
<i>Conference:</i>	Association of School Psychologists of PA - Fall Conference
<i>Location:</i>	State College, PA
<i>Dates:</i>	November 8-9, 2023
Staff Member:	Victoria Smith
<i>Conference:</i>	Integrated Learning Conference 2023
<i>Location:</i>	State College, PA
<i>Dates:</i>	November 8-10, 2023

4.e. Approval of Field Trip/Excursion - HHS Cantabile

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

Group:	HHS Cantabile
<i>Number of Participating Students:</i>	35
<i>Grade Level:</i>	9-12
<i>Destination:</i>	Roxbury HS Choir Invitational / NYC Broadway Show
<i>Purpose:</i>	HS Choir Adjudication / Attend Broadway Show
<i>Departure:</i>	3/22/24
<i>Return:</i>	3/24/24
<i>Trip Leader:</i>	Joe Farrell

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

4.f. 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
<i>Number of Participating Students:</i>	40

<i>Grade Level:</i>	9-12
<i>Destination:</i>	Wildwood, NJ
<i>Purpose:</i>	2024 Tournament Indoor Association Atlantic Coast Championships
<i>Departure:</i>	5/1/24
<i>Return:</i>	5/5/24
<i>Trip Leader:</i>	Brandon Buterbaugh

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

4.g. Approval of Student Club - Women in STEM Club

The Administration recommends the addition of the Women in STEM Club. No Limited-Service Contract is associated with this club. The club is requesting a Student Activity Account.

4.h. Dual Enrollment - Elizabethtown College

The Administration recommends the approval of the Dual Enrollment Agreement with Elizabethtown College to offer dual enrollment course options through the college.

4.i. CAIU 15 Contract - Early Intervention Services

The Administration recommends the approval of the CAIU 15 Contract - Early Intervention Services.

4.j. CAIU 15 Contract

The Administration recommends the approval of the CAIU 15 Contract.

4.k. CSIU Center for Schools and Communities

The Administration recommends the approval of the CSIU Center for Schools and Communities Behavioral Health and Climate Assessments.

4.l. Eaton

The Administration recommends the approval of the Eaton Agreement to provide UPS battery backup services for the district's data center.

4.m. IXL Learning

The Administration recommends the approval of the IXL Learning subscription that allows for reinforcement and practice of K-12 math skills.

4.n. Johnson Controls Fire Protection LP Agreement

The Administration recommends the approval of the Johnson Controls Fire Protection LP Agreement to purchase smoke detectors.

4.o. Keystone Human Services Agreement

The Administration recommends the approval of the Keystone Human Services Agreement for mental health liaison services to the SAP and HIP teams.

4.p. KIT Communications

The Administration recommends the approval of the KIT Communications proposal to add a camera server in the ECC and to migrate cameras in that building to that server to solve an issue with live and recorded video skipping.

4.q. PSX Incorporated Agreement - Video

The Administration recommends the approval of the PSX Incorporated Agreement to provide standard S2 video licenses and software support.

4.r. PSX Incorporated Agreement- Access Control & Intrusion

The Administration recommends the approval of the PSX Incorporated Agreement to provide access control licenses and software support.

4.s. Upcycle

The Administration recommends the approval of the Upcycle Agreement to provide services for the secure and environmentally responsible removal disposal, and potential repurposing of outdated

or surplus technology assets from our district ensuring compliance with e-waste regulations and data privacy standards. This will provide an income for the district.

4.t. Velocity Agreement

The Administration recommends the approval of the Velocity Agreement, for environmental health and safety chemical management to ensure compliance with OSHA regulations.

4.u. LLIU 13 Agreement (retroactive)

The Administration recommends the retroactive approval of the Lancaster Lebanon Intermediate Unit 13 Agreement.

4.v. Morefield (retroactive)

The Administration recommends the retroactive approval of the Morefield upgrade of IDenticard PremiSys Access Control Software to the latest version to address ongoing database errors and scheduling complications.

4.w. PowerSchool Agreement (retroactive)

The Administration recommends the approval of the PowerSchool Agreement to purchase 15 additional hours of training time of the eFinance accounting system.

4.x. Remind Agreement (retroactive)

The Administration recommends the retroactive approval of the Remind Hub Agreement for communication tailored to educational environments.

4.y. SiteLogiq Agreement (retroactive)

The Administration recommends the retroactive approval of the SiteLogiq Agreement for limited accounting services for the year-end financial audit, accounting reconciliations and other fund accounting clean-up.

5. NEW BUSINESS

5.a. Approval of Citizen Advisors

The Board of Directors recommends the approval of the listed community members to serve as Citizen Advisors with term noted:

	Citizen Advisor Expires 6/30/25	Citizen Advisor Expires 6/30/25
Communications and Community Engagement		
Curriculum Council	Cynthia Liu	Michelle Trostle
Finance Committee	Brian Ostella	
General Services	Elizabeth Claypool	
Policy Committee	Donna Griffith	Beth Ann Olmsted

Minutes

Following a motion by Dr. Koch, and a second by Ms. Drew, the listed community members were approved to serve as Citizen Advisors with term as noted.

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

5.b. Parameters Resolution to Issue General Obligation Bonds

The Administration recommends the Board approve the Derry Township School District Resolution to issue General Obligation Bonds, Series of 2023 to finance various capital projects as determined by the school district.

Minutes

Following a motion by Mrs. Sicher, and a second by Dr. Koch, the Parameters Resolution to Issue General Obligation Bonds was approved.

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

5.c. Casting of Votes for Pennsylvania School Board Association Officers for 2024

PSBA Bylaws, Article IV, Section 7 states that each member entity cast one vote per office. The Board Secretary will cast the majority votes for Derry Township School District.

President-Elect: (one-year term)

- **Allison Mathis**

Vice President: (one-year term)

- **Sabrina Backer**

2024-2026 PSBA Treasurer: (three year term)

- **Karen Beck Pooley**

PSBA Insurance Trust: (choose up to two candidates - three year term)

Trustee: (term ends December 31, 2026)

- **Marianne Neel**
- **Michael Faccinetto**

Minutes

Following a motion by Mrs. Sicher, with a second by Dr. Koch, the following were approved:

- President-Elect - Allison Mathis
- Vice President - Sabrina Backer
- 2024-2026 PSBA Treasurer - Karen Beck Pooley
- PSBA Insurance Trust - Marianne Neel, and Michael Faccinetto

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

5.d. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Moore, Ronald
Social Studies Teacher

Middle School
Reason: Personal
Effective: No later than 11/27/2023

Classified:

Dalo, Marylou
Paraprofessional
Primary Elementary School
Reason: Personal
Effective: 10/02/2023 (retroactive)

Houghtaling, Sheri
Cafeteria/Recess Aide
Primary Elementary School
Reason: Personal
Effective: 09/28/2023 (retroactive)

Lister, Kathleen
Cafeteria/Recess Aide
Primary Elementary School
Reason: Personal
Effective: 10/13/2023

Minutes

Following a motion by Ms. Drew, and a second by Dr. Koch, the Personnel Resignations were approved.

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

5.e. Personnel - General

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

Act 93:

Galloway, Michael (replacing Jacqueline Fuentes-Gillespie)
10-Month Assistant Principal
Middle School
Act 93, Group 1
Salary: \$90,000 (pro-rated)
Effective: To Be Determined

Professional:

Smith, Michelle (replacing Lisa Jo Woods)
Special Education Teacher
High School
Professional
Masters +30, Step 11
Salary: \$79,423.73 (pro-rated)
Effective: To Be Determined (pending receipt of Act 168s, Act 34, Act 151, and Act 114)

Classified:

Hegazy-Mohamed, Nadia
Substitute Nurse's Assistant/RN
District-wide
Salary: \$28.79 per hour
Effective: 10/11/2023

Spiroff, Victoria (replacing Victoria Rineman)
Cafeteria/Recess Aide
Intermediate Elementary School
Level A, 3.0 hours per day
Salary: \$17.64 per hour
Effective: 10/11/2023

Walley, Brent (replacing April Zipp)
Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: \$21.66 per hour
Effective: 10/11/2023

Change in Hours for Classified Staff:

Schneier, Chanakarn*
Bus Driver
Transportation
From: Level A, 5.25 hours per day
To: Level A, 5.5 hours per day
Salary: \$ 21.66 per hour
Effective: 10/10/2023 (retroactive)

Transfer of Classified Staff:

Delia, Richard
From: Food Service Worker

Early Childhood Center
Level A, 4.0 hours per day
Salary: \$20.00 per hour
To: Substitute Food Service Worker
District-wide
Salary: \$13.27 per hour
Effective: 10/27/2023

Grumbine, Carly* (replacing Christie Green)
From: Paraprofessional (Self-Contained Classroom)
Intermediate Elementary School
To: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
Level B, 6.5 hours per day
Salary: \$19.89 per hour
Effective: 10/02/2023 (retroactive)

Lagman, Larry* (replacing Christa Zitko)
From: Paraprofessional
Primary Elementary School
Level A, 5.75 hours per day
To: Paraprofessional (Self-Contained Classroom)
Intermediate Elementary School
Level B, 6.5 hours per day
Salary: \$18.82 per hour
Effective: 10/02/2023 (retroactive)

Marcheskie, Carrie* (replacing Carly Grumbine)
From: Paraprofessional (Self-Contained Classroom)
Primary Elementary School
To: Paraprofessional (Self-Contained Classroom)
Intermediate Elementary School
Level B, 6.5 hours per day
Salary: \$18.82 per hour
Effective: 10/02/2023 (retroactive)

Martinez, Luis*
From: Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: \$22.44 per hour
To: Substitute Bus Driver
Transportation
Salary: \$20.17 per hour
Effective: 10/07/2023 (retroactive)

Rineman, Victoria* (Kelly Seibert)
From: Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$17.64 per hour
To: Paraprofessional (Self-Contained Classroom)
Early Childhood Center
Level B, 6.5 hours per day
Salary: \$18.82 per hour
Effective: 10/02/2023 (retroactive)

Zitko, Christa* (replacing Anita Phillips)
From: Paraprofessional (Self-Contained Classroom)
Intermediate Elementary School
To: Paraprofessional (Self-Contained Classroom)
Middle School
Level B, 6.5 hours per day
Salary: \$21.21 per hour
Effective: 10/02/2023 (retroactive)

Limited Service Contract:

Brown, Grant*
Marching Band Winter Indoor Percussion Instructor
Group G, Step 12
Salary: \$3,115
Effective: 10/11/2023

Brown, Grant*
Marching Band Rehearsal Staff (1/4 LSC)
Group I, Step 12
Salary: \$389.50
Effective: 10/11/2023

Dickerson, Margaret*
Marching Band Rehearsal Staff (1/4 LSC)
Group I, Step 5
Salary: \$280.25
Effective: 10/11/2023

Whitfield, Jacob
Assistant Coach - M.S. - Football (3/4 LSC)
Group F, Step 8
Salary: \$2,453.25
Effective: 10/11/2023

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

Minutes

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

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

6. DELEGATE REPORTS

6.a. CAIU

Minutes

The CAIU report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

The board members did not have a report to share.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- yesterday was the faculty conference day
- today was a two-hour late start for students with staff activities during the delay
- community night October 26th at the elementary school - registration needed for planning purposes

7.c. Board President's Report

Minutes

Mr. Singer gave a report to express the following:

- former Student Board Representative, Olivia Forester, sent a letter of appreciation
- PSBA Advocacy Day was held on the following two topics
 - modernization cyber charter school law

- legal notice requirements

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

The following citizens were recognized by the board:

- Jennifer Sloppy spoke to cyber charter school funding and quality

9. ADJOURNMENT

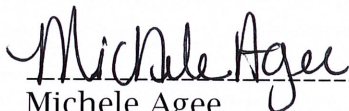
Minutes

The meeting was adjourned at 8:25 p.m. following a motion by Dr. Koch and seconded by Mrs. Sicher.

Vote Results

Yea: 6 Robert Bennett, Lindsay Drew, Lindsay Koch, Michael Rizzo, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 3 Donna Cronin, Maria Memmi, Ericka Schmidt

Respectfully submitted,



Michele Agee
Secretary to the Board
October 23, 2023



Terence A. Singer
Board President

Derry Township School District
Board Meeting
October 10, 2023

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Printed Name

Signature

Printed Name

Signature

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Printed Name

<u>Vitrual Attendance October 10, 2023 Board Meeting</u>

Tracy Brown

David Buffington

Catherine Burys

Dr. Marilyn Carter

Josh Cysyk

Lisa Dalto

Kat English

Scott Harman

Alaric Krause

Kristin Leiss

Andrea Mitchell

Kim O'Connell

Honestia Romberger

Tracey Royo

Kirsten Scheurich

Angie Shipper

OK



Derry Township School District



Request for Field Trip Form

Date Submitted: <u>August 28, 2023</u>	
Name of Group, Class or Organization: <u>HHS Cantabile</u>	
Teacher(s) or Advisor(s): <u>Farrell</u>	
Destination: <u>Roxbury HS Choir Invitational/NYC Broadway Show</u>	
Transportation Provider: <u>Innovative Coach</u>	
Date of Departure: <u>3.22.24</u>	Date of Return: <u>3.24.24</u>
Time of Departure: <u>8 a.m.</u>	Time of Return: <u>10 p.m.</u>
Does this trip need board approval (overnight fieldtrip)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Purpose of Trip: <u>HS Choir Adjudication/Attend Broadway Show</u>	
Number of Students Participating: <u>35</u>	Grade level(s): <u>HS</u>
Curriculum Connections	
1. <u>Adjudication from a Collegiate Choral Director</u>	
2. <u>Experience other Accelerated Choir performances</u>	
3. <u>Broadway show-cultural experience</u>	

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

<input checked="" type="checkbox"/> <u>Farrell</u>	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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

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

Teacher(s) or Advisor(s) Signature: <u>[Signature]</u>	Date: <u>8/28/23</u>
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The Principal/Supervisor must have the emergency contact information and list of all participants prior to the date of the trip.

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
A	Transportation	\$ 120.00	35.00	\$ 4,200.00	\$ 0.00	0.00	\$ 0.00	\$ 4,200.00
B	Lodging	\$ 125.00	35.00	\$ 4,375.00	\$ 0.00	0.00	\$ 0.00	\$ 4,375.00
C	Meals	\$ 0.00	0.00	\$ 0.00	\$ 0.00	0.00	\$ 0.00	\$ 0.00
D	Registration/Entrance Fees	\$ 14.29	35.00	\$ 500.15	\$ 0.00	0.00	\$ 0.00	\$ 500.15
E	Staff Substitutes	(\$129 per substitute per day)						\$ 129.00
F	Other Expenses (List):	Broadway Show Ticket						\$ 4,025.00
Total Trip Expense (Add Amounts for Lines A - F)								\$ 13,229.15

Field Trip Funding Sources		Fee	Qty.	Amount
G	Fees paid by Student/Family	\$ 360.00	35.00	\$ 12,600.00
H	Fees paid by Chaperone	\$ 0.00	0.00	\$ 0.00
I	PTO/Booster Club (specify) _____			
J	Activity Account (specify) <u>Choir</u>			\$ 500.15
K	Department Budget (specify) _____			
L	Other (specify) <u>Substitute</u>			\$ 129.00
Total Trip Funding (Add Amounts for Lines G - L)				\$ 13,229.15

Total Trip Funding Must equal Total Trip Expense

Plan to cover costs for students with an economic hardship: Individual Fundraising opportunities available for all students

Explanation if Funding Sources are less than Field Trip Costs: N/A

Approval/Disapproval

Building/Supervisor's Principal:

Approved [Signature]

Disapproved _____

Assistant Superintendent for Curriculum & Instruction:

Approved [Signature]

Disapproved _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: [Signature]

Date Processed: 8/29/23

Superintendent's Signature: [Signature]

Date Processed: 9-7-23

Board Approval Date (if required): October 10, 2023

Derry Township School District



Request for Field Trip Form

Date Submitted: 8/30/23

Name of Group, Class or Organization: Indoor Percussion & Indoor Color Guard

Teacher(s) or Advisor(s): Brandon Buterbaugh

Destination: Wildwood, NJ

Transportation Provider: Charter Bus

Date of Departure: 5/1/24 Date of Return: 5/5/24

Time of Departure: 3:00 PM Time of Return: 6:00 PM

Does this trip need board approval (overnight fieldtrip)? ☒ Yes ☐ No

Purpose of Trip: 2024 Tournament Indoor Association Atlantic Coast Championships

Number of Students Participating: Approx. 40 Grade level(s): 9-12

Curriculum Connections

1. National Standard MU:Cr6.1.E.IIIa - Perform: Present
2. National Standard MU:Re9.1.E.IIIa - Responding: Evaluate
3. National Standard MU:Cr3.2.E.IIIb - Connecting #11

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

- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> <u>BRANDON BUTERBAUGH</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Grant Brown</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> <u>Heather White</u> | <input type="checkbox"/> _____ |

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

- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> <u>Booster Chaperones</u> | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Teacher(s) or Advisor(s) Signature: [Signature] Date: 8/30/23

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

Field Trip Costs		Cost Per Student	Qty.	Student Subtotal	Cost Per Staff or Chaperone	Qty.	Staff / Chaperone Subtotal	Amount
A	Transportation	\$186	40	\$7440				\$7440
B	Lodging							
C	Meals							
D	Registration/Entrance Fees	\$250	40	\$10000	\$250	4	\$1000	\$11000
E	Staff Substitutes	(\$129 per substitute per day)						\$258
F	Other Expenses (List):	Truck/Trailer Expenses, Misc. Expenses						\$1500
Total Trip Expense (Add Amounts for Lines A - F)								\$20,198

Field Trip Funding Sources		Fee	Qty.	Amount
G	Fees paid by Student/Family	\$473.50	40	\$18,940
H	Fees paid by Chaperone	\$250	4	\$1,000
I	PTO/Booster Club (specify) _____			
J	Activity Account (specify) _____			
K	Department Budget (specify) <u>SUBSTITUTE</u>			\$258
L	Other (specify) _____			
Total Trip Funding (Add Amounts for Lines G - L)				\$20,198


Total Trip Funding Must equal Total Trip Expense

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: _____


Approval/Disapproval

Building/Supervisor's Principal:

Approved 

Disapproved _____

Assistant Superintendent for Curriculum & Instruction:

Approved 

Disapproved _____

Reason for Disapproval: _____

Principal's/Supervisor's Signature: 

Date Processed: 9/31/23

Superintendent's Signature: 

Date Processed: 9-7-23

Board Approval Date (if required): October 10/2023



Crabtree, Rohrbaugh & Associates

DERRY TOWNSHIP SCHOOL DISTRICT

**ARCHITECTURE /
ENGINEERING SERVICES**

October 10, 2023

AGENDA

1 Visioning

2 Building Tours

3 Community Event

4 Next Steps

A top-down view of several people's hands and forearms stacked in a circle, creating a sense of unity and teamwork. The individuals are wearing various colored clothing, including an orange shirt, a blue sweater, and a black jacket. The background is a blurred indoor setting.

VISIONING

Visual Listening Exercise

VISUAL LISTENING EXERCISE

Interactive, graphic based exercise to communicate the District's:

- Vision
- Goals
- Ideas

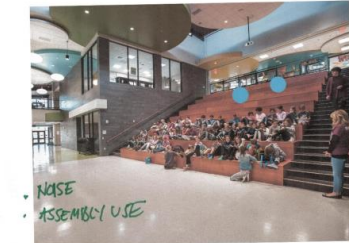
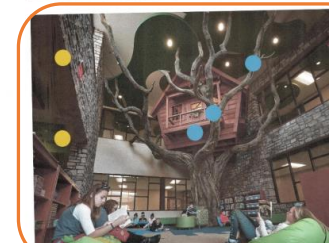
1. Display images/portions of images of educational spaces and grouping of learners
2. Students and Teachers participate by placing a:
 - **Green dot** – Consistent with the educational approach and vision for the project
 - **Red dot** – Inconsistent with the educational approach and vision for the project
3. After participants placed their dots the groups discuss their selections
 - Flexibility
 - Supervision
 - Proximity

VISUAL LISTENING EXERCISE

Students

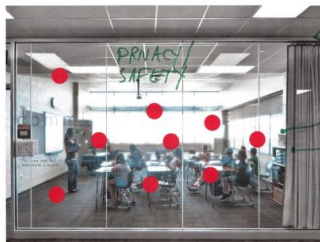


Teachers



VISUAL LISTENING EXERCISE

Students

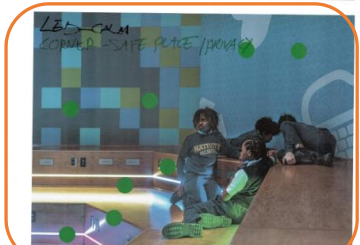


Teachers



VISUAL LISTENING EXERCISE

Students

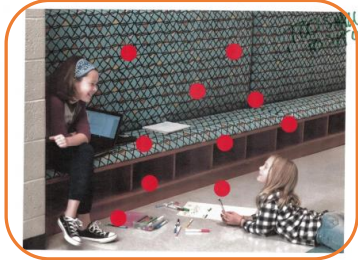


Teachers



VISUAL LISTENING EXERCISE

Students

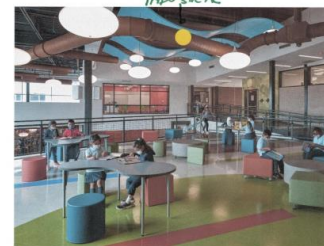
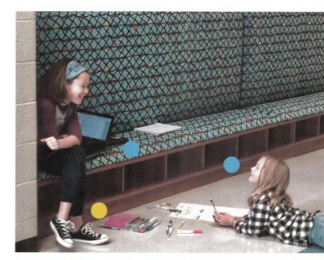


CHOICE
OF
SEATING



COOL
CONCEPT

Teachers



FLEXIBILITY

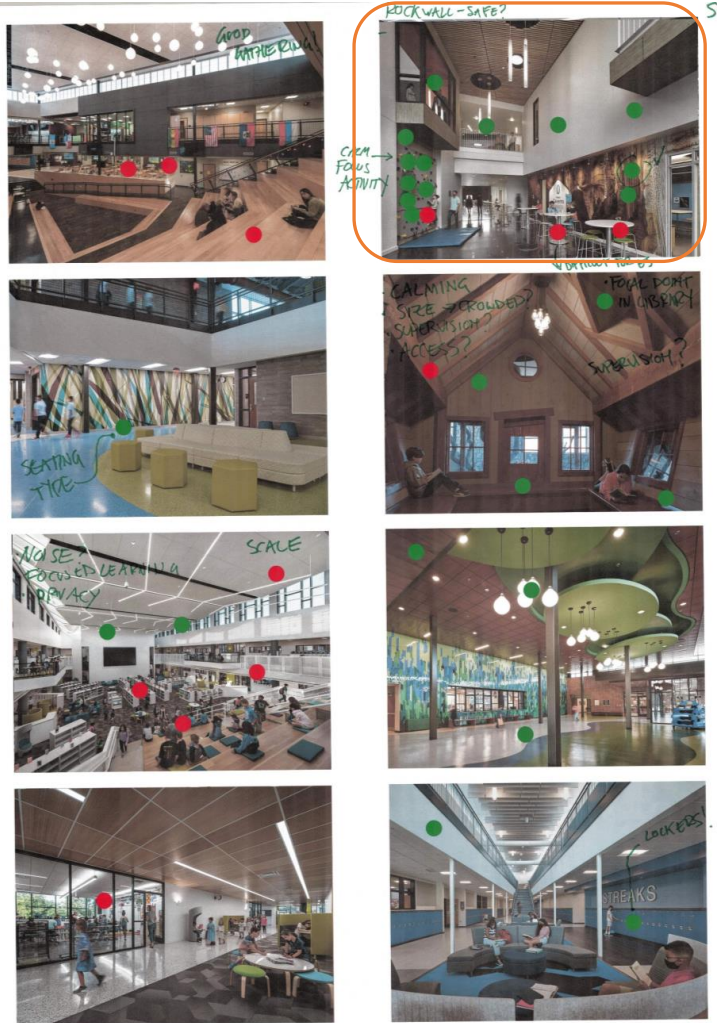
INDUSTRIAL



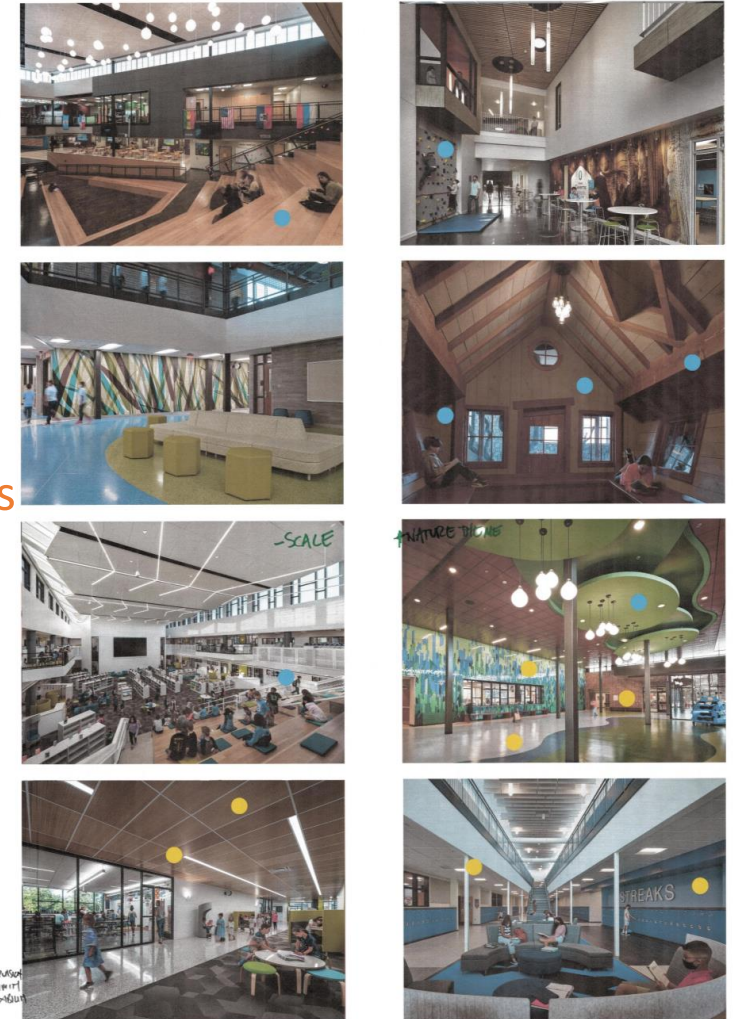
OPENNESS
TO
NEW
SPACES
FLEXIBILITY

VISUAL LISTENING EXERCISE

Students



Teachers





SCHOOL TOURS

Solomon Solis-Cohen Elementary School

SOLOMON SOLIS-COHEN ELEMENTARY SCHOOL

LOCATION: PHILADELPHIA, PENNSYLVANIA
COMPLETED: NOVEMBER 2021 DESIGN: 2017-2018
CONSTRUCTION COST: \$52,400,000
TOTAL AREA: 140,000 SF NEW CONSTRUCTION
1ST- 5TH GRADE: 1,400 STUDENTS



ANTICIPATED





PRIMARILY A WALKING SCHOOL

NO CLEARLY DEFINED MAIN ENTRANCE

NO ORGANIZED SITE PARKING AND
CIRCULATION

ON STREET PARENT DROP OFF

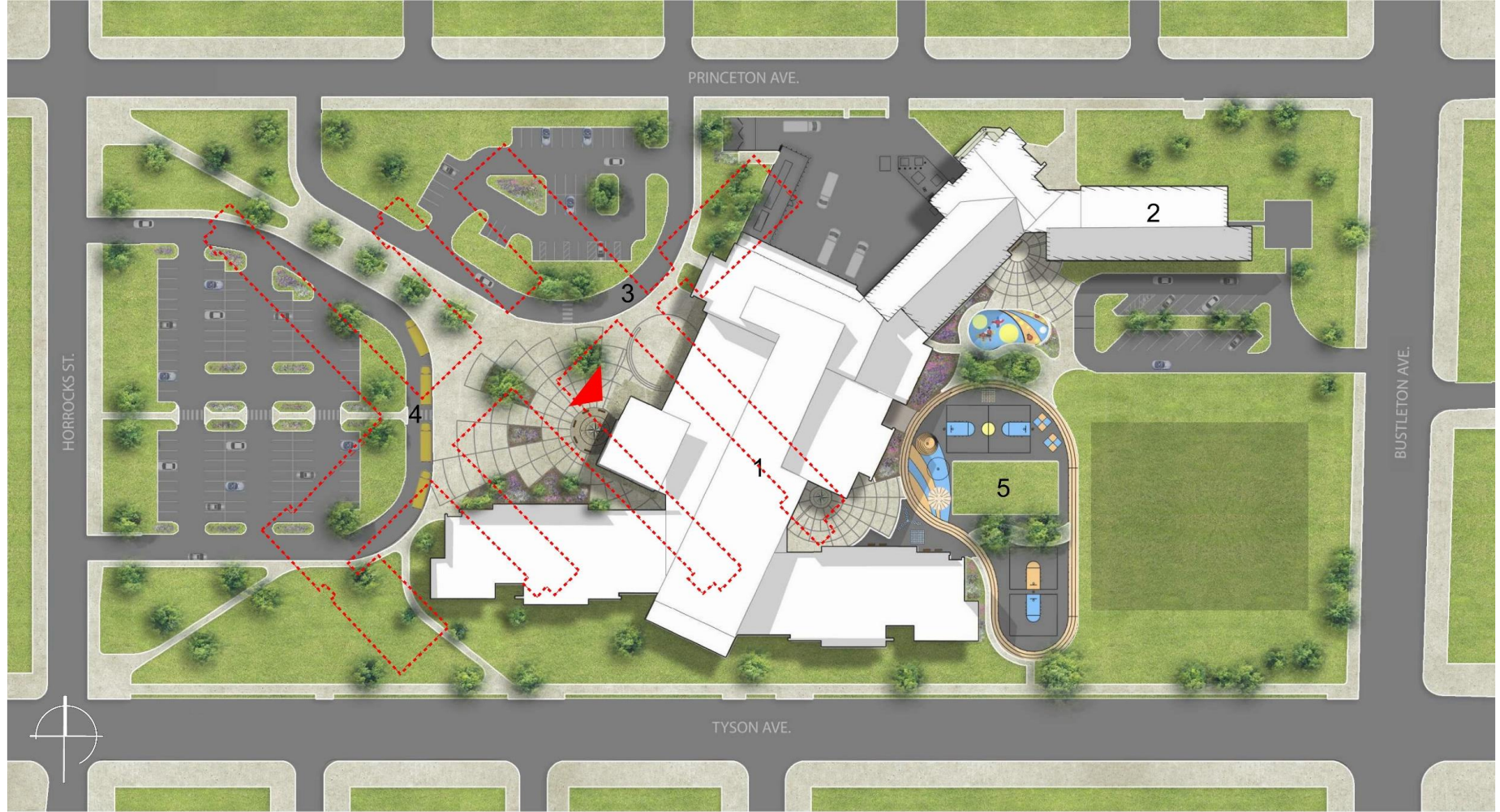
NO SECURE PLAY AREA

LONG TERM MODULAR CLASSROOM USE

INDIRECT CONNECTION TO THE PEC BUILDING

GENERAL SAFETY AND SECURITY CONCERNS

EXISTING SITE PLAN



SITE PLAN

--- EXISTING FOOTPRINT

1 Solomon Solis-Cohen Elementary School

2 Existing Primary Education Center

3 Parent Drop off

4 Bus Staging and Drop Off

5 Play Area





Community Environment



Collaboration Space



Classroom and Library Facade

A high-angle photograph of several people's hands and forearms stacked in a circle, creating a sense of unity and teamwork. The individuals are wearing various casual clothing, including an orange button-down shirt, a blue sweater, and a black jacket. The background is a blurred indoor setting.

COMMUNITY ENGAGEMENT

October 26, 2023

COMMUNITY ENGAGEMENT EVENT

WHEN

- October 26, 2023 @ 6:00 PM

WHERE

- Hershey Elementary School

WHY

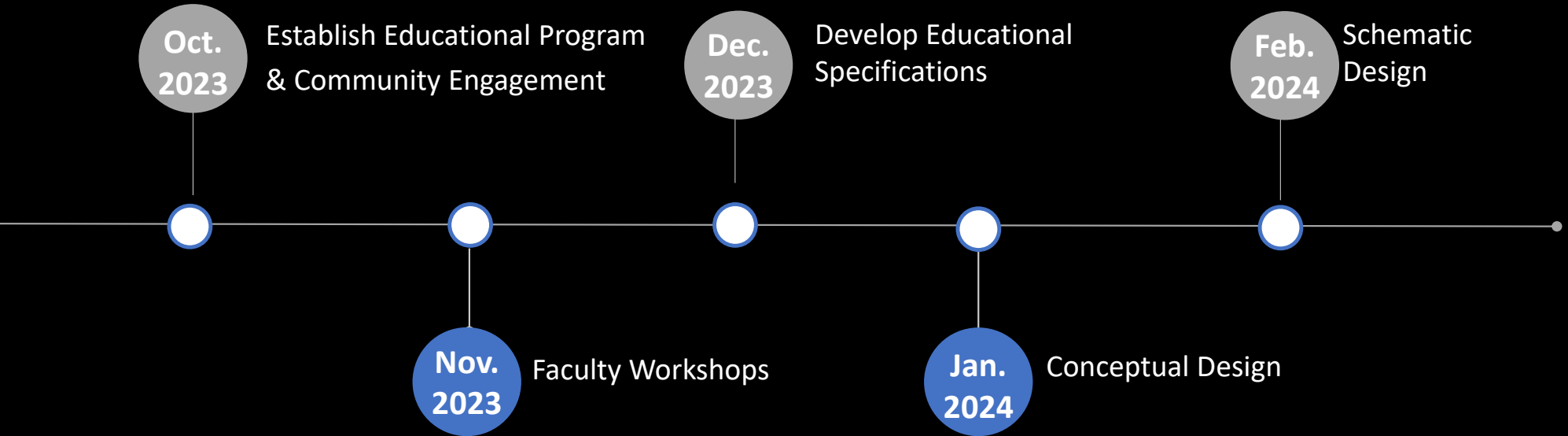
- Provide an opportunity to inform the public of the consideration of a project, to address physical facility and academic spatial needs for the elementary school population. The presentation will include:
 1. Timeline of events leading to the consideration of the need for the project
 2. Adequacy of Educational Program of Spaces
 3. Physical facility deficiencies
 4. Site and vehicular circulation deficiencies
 5. Provide citizens and residents an opportunity to ask questions relating to the presentation



NEXT STEPS

Upcoming Milestones

NEXT STEPS



Questions?



Crabtree, Rohrbaugh & Associates
www.cra-architects.com



Derry Township School District

Administrative Office • 30A East Granada Avenue • P.O. Box 898 • Hershey, PA 17033
Phone (717) 534-2501 • Fax (717) 533-4357 • www.hershey.k12.pa.us

To: Board of School Directors

From: Lindsey Schmidt

Re: Proposal to add a club at Hershey High School

Date: September 7, 2023

On behalf of HHS student Anshi Paul, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled Women in STEM Club. The enclosed proposal outlines and describes the purpose of the club.

- The club is supported by a faculty advisor, Kimberly Haney.
- 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 Women in STEM 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 Women in STEM 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 Women in STEM Club

Anshi Paul

9/05/23

Women in STEM Club Proposal

Despite recent explosive growth in STEM fields, the percentage of women in STEM-related industries remains low due to societal and internalized prejudice. I believe the solution to this gender disparity begins right here: schools. The Women in STEM club (HHS WiSTEM) will be geared towards fostering a community of like-minded women and nonbinary students who are interested in furthering diversity and inclusivity in STEM. The club will organize high school level STEM programs, such as competitions and after school coding courses (Girls Who Code curriculum and activities), provide resources from women in STEM organizations (SWENext), provide networking opportunities with a variety of women across many fields, create a space where students can collaborate on common goals, and carry out a variety of outreach programs for young girls. The Women in STEM club would like to organize an annual weekend community STEM Event where elementary-high school students of all genders can participate in hands-on activities with field experts from local universities' science and engineering departments and passionate students from high school STEM clubs, with a focus on women in STEM. Due to the fundraising needed for this annual event along with other programs this club aims to provide, we request a student activity fund to handle finances. The club is estimated to include around 20 students and will accept students from any grade. Although this club is aimed towards women and nonbinary students with an interest in STEM fields, the club will be open to students of any gender, as long as they are united in their vision to promote gender inclusivity in STEM fields. This club would like to become a chapter of the Women in STEM organization (<https://womeninstem.org>) in the future. I believe Hershey High School, the Derry Township School District, and the general community would greatly benefit from the opportunities this club aims to provide.

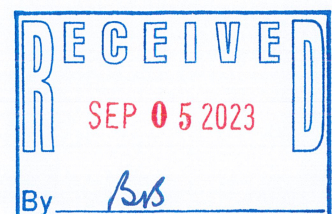
Proposing Student: Anshi Paul

Anshi Paul

YH

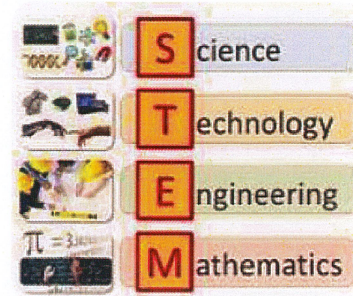
Faculty Advisor: Mrs. Kimberly Haney

Mrs. Haney



Science, technology, engineering, and mathematics / Full name

Science, technology, engineering, and mathematics



STEM is an acronym for the fields of **science, technology, engineering and math**. Discussion of STEM-related programs has become a presidential priority because too few college students are pursuing degrees in these fields. Sep 30, 2011

Dual Enrollment Agreement

Elizabethtown College

and

Derry Township School District

This Agreement is entered into by and between Derry Township School District and Elizabethtown College. This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions.

Elizabethtown College and the Derry Township School District do hereby agree to the following:

1. Term:

The term of this agreement shall be from July 1, 2023 – June 30, 2025.

2. Student Eligibility:

- a. Students who meet the following criteria are qualified to participate in the program:
 - i. Students will be high school juniors or seniors at the time of the dual enrollment. Exceptional sophomores may be considered for dual enrollment. Sophomores who wish to be considered for dual enrollment need to provide an additional letter of recommendation and have approval from both Derry Township School District high school counseling staff and the Elizabethtown College dual enrollment representative.
 - ii. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by Derry Township School District. Derry Township School District will determine satisfactory progress based on credits earned.

The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the Derry Township School District high school counselor. Elizabethtown College will determine readiness based on guidance counselor recommendation, high school transcript, and placement exams if necessary.
 - iii. Admissions requirements are as follows:
 - (1) Admissions Registration Form
 - (2) Guidance Counselor Dual Enrollment Form
 - (3) Official High School Transcript
- b. The student must earn a minimum grade of C or better in every course to continue in this program. The student must maintain a minimum 2.00 cumulative grade point average to remain in good standing academically.

3. Courses Offered:

The following criteria apply to all courses covered by this Agreement:

- a. The courses are non-remedial.
- b. The courses, as offered to dual enrollment students, are identical to those offered when dual enrollment students are not enrolled, including the use of identical curriculum, assessments, and instructional materials.
- c. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when dual enrollment students are not enrolled.
- d. Academic Affairs ensures the course has a strong history of transfer or the course meets specific program needs of the high school student.

4. Student Credit:

Students will not be allowed to enroll in more than 24 postsecondary credits through dual enrollment per academic year.

Derry Township School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified above.

Elizabethtown College will transcribe all course registrations in the same manner as it does for all enrolled students at the College. If a dual enrollment student becomes a regularly enrolled student at Elizabethtown College following graduation from secondary school, Elizabethtown College shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

- 5. Orientation:** High school students registered for courses at Elizabethtown College are requested to view three prerecorded orientation videos and are also invited to attend a virtual orientation session prior to the start of classes. Parents are encouraged to attend.

6. Additional Administrative Responsibilities:

The following people will be responsible for the tasks listed below:

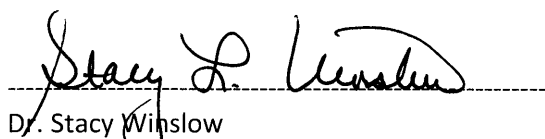
- a. Registration: Elizabethtown College will supply Derry Township School District high school counselors with the necessary instructions and course registration website URL by mid-March, for Fall Registration, and mid-October, for Spring and Summer Registration. Derry Township School District high school counselors will encourage students to complete course registrations by August 1st and January 1st respectively. To optimize registration into desired courses, Derry Township School District high school counselors should complete course registration requests by May 1st for fall semesters and by November 5th for spring and summer semesters.
- b. Enrolled students will be given electronic etown.edu email addresses and access to JayWeb, the campus web system. The JayWeb portal will allow students online access to grades and grade reports. Access to additional systems will be provided based on the requirements of the courses that the students are enrolled in.

- c. Academic Performance/Early Warning: The Academic Performance period begins the fifth week of each fall and spring semester. Faculty send electronic alerts through the Starfish system to students who are experiencing academic difficulty, and kudos for academic successes, throughout the semester to provide students with opportunities to take action earlier than a traditional mid-term time-line. The students' Academic advisor also receives a copy of the alerts and kudos.
- d. Fiscal Transactions: Tuition is \$100 per credit (subject to annual increase). Elizabethtown College will bill the student directly. Most College courses are four (4) credits.
- e. Counseling: Associate Dean of Students for Student Success, Stephanie Rankin, will be the contact for high school students. Ms. Rankin will aid students in locating the necessary resources to be successful in their dual enrollment courses.
- f. Library Privileges: Elizabethtown College will grant full library privileges to Derry Township School District students taking at least 4 credits.

Signature Page

Derry Township School District and Elizabethtown College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

For Derry Township School District:



Dr. Stacy Winslow
Superintendent – Derry Township School District

Date: 10/10/23

Elizabethtown College:

Dr. Kristi A. Kneas
Provost & Vice President for Academic Affairs

Date:

**CAPITAL AREA INTERMEDIATE UNIT
IDEA - PART B
SUBGRANT CONTRACT
C.F.D.A. # 84.173
AWARD NUMBER H173A230090**

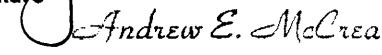
1. This agreement is entered into for the project period of July 1, 2023 through June 30, 2024 by Capital Area Intermediate Unit 15, hereinafter called the "I.U." as the grantee, and Derry Township School District, hereinafter called the "District," as the subgrantee or contractor. The execution of this agreement is contingent upon Pennsylvania Department of Education, hereinafter called PDE, approval of the services outlined in the agreement through the IU's application for IDEA funding.
2. The District/Charter School hereby agrees and assures that:
- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by PDE; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations and standards.
 - B. During the term of this contract, the District shall comply with all terms and conditions outlined in the "Master Agreement and IDEA Rider H" which are part of the contract between the I.U. and PDE.
 - C. The District/Charter School will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records and supporting documents, those records to be available for inspection by a representative of the I.U. or the auditing firm performing a Single Audit for the I.U.
 - D. The District/Charter School assures that all obligations made in association with this agreement will occur within the project period stated above. No payments can be made for obligations made outside the approved project period.
 - E. The District/Charter School assures that funds used to purchase equipment items, including assistive technology, are for allowable expenditures under Component III and that such equipment is tracked in accordance with applicable Federal requirements.
 - F. The District/Charter School will have a Single Audit performed in accordance with all applicable regulations. Upon completion, a copy of the Single Audit will be forwarded to the I.U. Business Office.
 - G. The District/Charter School assures that it will comply with Uniform Grant Guidance audit requirements regarding their receipt of IDEA flow-through funds as a subgrantee. The CAIU Business Office will send each subgrantee the necessary documentation for compliance with Uniform Grant Guidance.
 - H. Any audit citations or findings resulting from expenditures or activities performed by the District/Charter School will be the financial responsibility of the District/Charter School.
 - I. The District/Charter School understands pursuant to 20 U.S.C. 1413(g) that the Department may at any time, and within its sole discretion, withhold or redirect any of the funding awarded hereunder in order for the Department to fund any actual or anticipated special education or related services the Department determines are appropriate for any students of any grantee or subgrantee, including, without limitation, any entitlement to compensatory education ordered by a tribunal of competent jurisdiction or agreed to in any settlement agreement entered into by any subgrantee.
 - J. The Capital Area Intermediate Unit agrees to make payment to the District/Charter School for all allowable expenditures in the amount of \$1,652.00 contingent on receipt of funds from PDE.

The undersigned authorized representative of the District hereby certifies that the District's Board of Directors has adopted the terms of this agreement and has authorized him/her to act in its behalf to enter into this agreement. The undersigned also hereby certifies that to the best of his/her knowledge, all information contained in this agreement and attachments are true and correct.

Dr. Stacy Winslow, Superintendent
Derry Township School District

Dr. Andrew E. McCrea, Director of Student Services
Capital Area Intermediate Unit 15


Signature


Signature

CAPITAL AREA INTERMEDIATE UNIT
IDEA - PART B
SUBGRANT CONTRACT
C.F.D.A. # 84.027
AWARD NUMBER H027A230093

1. This agreement is entered into for the project period of July 1, 2023 through September 30, 2024 by Capital Area Intermediate Unit 15, hereinafter called the "I.U." as the grantee, and Derry Township School District, hereinafter called the "District," as the subgrantee or contractor, for a total amount of \$363,792.46. The execution of this agreement is contingent upon Pennsylvania Department of Education, hereinafter called PDE, approval of the services outlined in the agreement through the IU's application for IDEA funding.

2. The District/Charter School hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by PDE; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations and standards.
 - B. During the term of this contract, the District shall comply with all terms and conditions outlined in the "Master Agreement and IDEA Rider H" which are part of the contract between the I.U. and PDE.
 - C. The District shall be responsible for, and agrees to indemnify and hold harmless the IU or Commonwealth of Pennsylvania from, all losses, damages, expenses, claims, demands, suits and actions brought by any party against IU or the Commonwealth of Pennsylvania as a result of DISTRICT's failure to comply with the above provisions.
 - D. The District/Charter School assures that all obligations made in association with this agreement will occur within the project period stated above. No payments can be made for obligations made outside the approved project period.
 - E. The District/Charter School assures that funds **shall not be used** to supplant State, Local or General Fund money for any purpose. IDEA funds shall be used only to **supplement** existing levels of service and not to **fund** existing levels of service.
 - F. Funds provided to an LEA under Part B of IDEA may not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from their local funds below those expenditures for the preceding fiscal year. (Maintenance of Effort)
 - G. The District/Charter School assures that funds used to purchase equipment items, including assistive technology, are for allowable expenditures under Component III and that such equipment is tracked in accordance with applicable Federal requirements. Allowable/Unallowable costs are included with this subgrant contract as Attachment C. However, every effort must be made to allocate ACCESS reimbursable costs to State or Local funding whenever possible.
 - H. The District/Charter School will comply with all requirements of the "Single Audit Act of 1984". If a Single Audit is performed, the District will forward a copy of that report upon completion to IU Director of Business Services. If a Single Audit is not required, a copy of the Local Auditor's Report will be forwarded to the IU Director of Business Services upon completion.
 - I. All activities presented for reimbursement must be approved by the IU Business Office.
 - J. Invoices shall be paid for actual expenditures incurred. The IU reserves the right to withhold any or all payments when reported costs are questioned or when DISTRICT fails to comply with the terms of the Agreement.
 - K. The District/Charter School will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records and supporting documents, those records to be available for inspection by a representative of the IU or the auditing firm performing a Single Audit for the IU.
-
- L. The District/Charter School will submit summary expenditure reports by object category, for related expenses allowable within the contract guidelines, to the IU as the formal request for payment of funds. District/Charter School's Name must be included on all invoices. These may be submitted on a periodic basis as deemed practical by the District/Charter School, however, payments by the IU will be contingent upon the level of

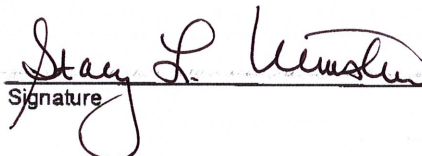
funds received from PDE. The final summary expenditure report must be submitted to the IU Business Office no later than September 13.

- M. The District/Charter School assures that the District/Charter School is not currently under suspension or debarment by the Commonwealth, any other state or the federal government.
- N. The District/Charter School understands that the funds paid under this contract are federal funds under PL 105-17 and that it must comply with all regulatory aspects of that legislation and its ongoing interpretations, as well as any other applicable law and regulations. Any final audit disallowances imposed on the IU resulting from its reimbursements to the District/Charter School for expenditures under this contract shall be the responsibility of the District/Charter School, and the District/Charter School hereby agrees to reimburse the IU on a timely basis if any such costs are disallowed. The IU will contest any disallowed costs, to the extent practical, and the District/Charter School agrees to cooperate and assist in such defense. The IU shall have the right to require implementation of a corrective action plan, as well as a reimbursement of disallowed costs, if applicable.
- O. The District/Charter School assures that it will comply with Uniform Grant Guidance audit requirements regarding their receipt of IDEA flow-through funds as a subgrantee. The CAIU Business Office will send each subgrantee the necessary documentation for compliance with Uniform Grant Guidance.
- P. Any audit citations or findings resulting from expenditures or activities performed by the District/Charter School will be the financial responsibility of the District/Charter School.
- Q. The District/Charter School agrees to indemnify, defend and save harmless the Commonwealth and IU, their officers, agents and employees; (a) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with performance of this Agreement; and (b) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by District/Charter School in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of property rights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.
- R. The District/Charter School understands pursuant to 20 U.S.C. 1413(g) that the Department may at any time, and within its sole discretion, withhold or redirect any of the funding awarded hereunder in order for the Department to fund any actual or anticipated special education or related services the Department determines are appropriate for any students of any grantee or subgrantee, including, without limitation, any entitlement to compensatory education ordered by a tribunal of competent jurisdiction or agreed to in any settlement agreement entered into by any subgrantee.
- S. The Capital Area Intermediate Unit agrees to make payment to the District/Charter School for all allowable expenditures up to the maximum amount of \$363,792.46.

Payment for above will be issued upon receipt of invoice(s) accompanied by a summary expenditure report from the District/Charter School provided an appropriate level of funding has been received from PDE for the project. Final Payment will be released when the IU has received the final payment from PDE.

The undersigned authorized representative of the District hereby certifies that the District's Board of Directors has adopted the terms of this agreement and has authorized him/her to act in its behalf to enter into this agreement. The undersigned also hereby certifies that to the best of his/her knowledge, all information contained in this agreement and attachments are true and correct.

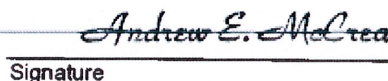
Dr. Stacy Winslow, Superintendent
Derry Township School District


Signature

10/10/23
Date

For Capital Area Intermediate Unit 15:

Dr. Andrew McCrea, Director of Student Services


Signature

9/14/23
Date

LETTER OF AGREEMENT

between

Derry Township School District, 30 East Granada Ave, Hershey PA, 17033, hereinafter referred to as "DTSD."

and

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT/CENTER FOR SCHOOLS AND COMMUNITIES, located at 275 Grandview Avenue, Suite 200, Camp Hill, PA 17011, hereinafter referred to as "CSIU/CSC."

WITNESSETH:

WHEREAS, the DTSD is in need of CSIU/CSC to provide CSS will complete four Behavioral Health and Climate assessments for Derry Township School District and provide complete reports including recommendations..

WHEREAS, the CSIU/CSC has agreed to serve in said capacity; and

WHEREAS, both the DTSD and the CSIU/CSC desire to embody the terms and conditions into this written agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows contained, it is hereby agreed as follows:

THE RELATIONSHIP

The DTSD hereby engages the services of the CSIU/CSC under the terms and condition hereinafter provided and CSIU/CSC accepts such engagement in accordance with terms and conditions hereinafter provided.

The CSIU/CSC shall advise and assist the DTSD in accordance with the attached Scope of Work.

The CSIU/CSC will not be considered an employee of the DTSD for the purposes of any benefits, to include but not limited to Unemployment Compensation, Workers Compensation, Social Security, Federal and State Withholding taxes. The CSIU/CSC shall receive an IRS-1099 at the end of the calendar year for services rendered.

TERM

The Agreement shall become effective on 7/24/2023 and shall remain in effect until 12/29/2024 unless earlier terminated in accordance with the Termination Section hereto.

CONSULTING FEE AND EXPENSES

The DTSD shall pay the CSIU/CSC \$13,370.74 for the delivery of service and all fees associated with Consultant's travel expenses.

INVOICE AND PAYMENT

Payment will be due within thirty (30) days of the date of the issued invoice from CSC/CSIU. If a purchase order number is needed to be referenced on the invoice, please send electronically to fiscalops@csc.csiu.org when available.

NOTIFICATION

Any notices to be given under this Agreement by either party to the other shall be sent by certified mail, with return receipt requested. Such notices shall be mailed to the addresses of the parties as they appear in the introductory paragraph of the Agreement but either party may change said address at any time by written notice to the other in accordance with this paragraph.

TERMINATION

Either party reserves the right to terminate this Agreement at any time upon thirty (30) days written notice sent by certified mail, with return receipt requested. Such notices shall be mailed to the addresses of the parties as they appear in the introductory paragraph of the Agreement but either party may change said address at any time by written notice to the other in accordance with this paragraph. In the event of termination, the DTSD shall be liable for the payment of all fee and expenses due CSIU/CSC up to and including the date of such termination providing the total amount billed does not exceed the maximum identified in Consulting Fee and Expenses hereto.

SEVERE WEATHER or ILLNESS

In the event of severe weather conditions, unsafe travel, or illness of staff, the date of this consultation may be postponed to a date mutually agreed upon by both parties.

INTELLECTUAL PROPERTY

All intellectual property developed by CSIU/CSC is owned by the CSIU/CSC. CSIU/CSC shall retain ownership rights and copyright protection of the presentation material, power point slides, and handouts. Unless specifically authorized in writing, audio and video recording of all sessions presented by CSIU/CSC is prohibited.

NON-COMPETE

The DTSD shall not, either directly or indirectly, engage in any activity or assist anyone or any entity in any activity, which could reasonably be interpreted as competing with the CSIU/CSC in its attempts to develop, market, sell, maintain, or support services specifically related to this agreement unless specifically authorized in writing by CSIU/CSC to do so.

CONFIDENTIALITY

Information and materials to be provided by CSIU/CSC to DTSD are of a confidential nature. Except as otherwise required by law, the DTSD may not use or disclose CSIU/CSC's confidential information and materials for any purpose other than the performance of the services pursuant to this Agreement without the CSIU/CSC's prior written consent. The DTSD shall return CSIU/CSC's material to CSIU/CSC promptly upon termination of the Agreement or earlier if requested by the CSIU/CSC.

OWNERSHIP OF MATERIALS AND INTANGIBLE RIGHTS

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

Any unauthorized use of infringement of work product by DTSD shall be considered a material breach.

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

HOLD HARMLESS

Each party, to the extent permitted by law, agrees to indemnify, defend and hold harmless the other, and any and all of its officers, directors, employees, agents, subsidiaries and affiliates, schools, districts, intermediate units, board of education, state educational agencies, representatives, attorneys, insurers, and agents of any of these and their successors, heirs and assigns, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability, and expenses occasioned wholly or in part directly or indirectly from any act or omission or negligence or fault of agents, subcontractors, independent contractors, suppliers, employees, or servants under failure to perform the duties specified in this Agreement. This includes, but is not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any subcontractors and supplies, any breach of the Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) or failure to maintain compliance with any state or federal law relevant to the performance of duties under this Agreement. The Indemnified Party shall promptly provide the Indemnifying Party with written notice of any claim which it believes falls within the scope of this paragraph and shall cooperate with the Indemnifying Party in the investigation and defense of the same. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The obligations of indemnification set out in this paragraph shall survive for that period of time that is coincident with the duration of a viable cause of action which may be asserted against the party entitled to indemnification hereafter.

GOVERNING LAW

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania.

CLEARANCES

As a Pennsylvania education agency, the CSIU/Center complies with the Pennsylvania School Code, Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All CSIU/Center staff members and independent consultants who may be

assigned to work with the CSIU/Center have met applicable standards regarding the completion of background checks and clearances, including Act 34-PA State Police Criminal Record (State Police via the Epatch system), Act 151 – PA Child Abuse History (DHS via the Compass system), and Act 114 -FBI fingerprint clearance (PDE via the Cogent system).


AUTHORIZATION TO MODIFY RESTRICTIONS.

It is the intention of the parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder thereof. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

IN WITNESS WHEREOF, the parties hereto, desiring to be legally bound hereby, have hereunder affixed their hands and seals this 10 day of October, 2023.

Derry Township School District

**Central Susquehanna Intermediate
Unit/Center for Schools and Communities**



Stacy L. Winslow, Ed.D.
Superintendent



John Kurelja, Ed.D.
Executive Director



SCOPE OF WORK

Prepared For:

Contracted Organization: Derry Township School District
Organization's Contact Person: Lisa Sviben Miller
Effective Start Date of SOW: 7/24/2023
Suggested End Date of SOW: 12/29/2024

Prepared By:

Organization: Center for Safe Schools at Center for Schools and Communities, a division of the Central Susquehanna Intermediate Unit
Name: Leah Galkowski
Title: Safe Schools Coordinator
Email: lgalkowski@csc.csiu.org
Work Phone: 717-763-1661 ext. 152
Cell Phone: 717-763-2083
Fax Number:

Project Background and Description

CSS will complete four Behavioral Health and Climate assessments for Derry Township School District and provide complete reports including recommendations.

Deliverable Criteria

Deliverable	Responsible Party
Complete Assessment	CSS
Complete Written Report	CSS
Submit Invoice	CSS

Outcomes

CSS will provide four assessments and written reports.

Total Contract not to exceed.....\$13,370.74



Powering Business Worldwide

Eaton UPS Service Quote: 236009-7

Quote Date: 8/24/2023

Quote valid for 45 days

Kevin Salada
Eaton Corporation
7 Chelsea Parkway
Boothwyn, PA 19061
610-705-2728

Email: KevinLSalada@Eaton.com

Prepared For:

Billing Contact: Phil Ayala,
Billing Company: DERRY TOWNSHIP SCHOOL
DISTRICT
30 EAST GRANADA AVE
HERSHEY, PA 17033
717-534-2501 ext 3232
Email: payala@hershey.k12.pa.us

For Covered Equipment at Site:

Site Contact: Phil Ayala,
Site Company: DERRY TOWNSHIP
SCHOOL DISTRICT
30 EAST GRANADA AVE
HERSHEY, PA 17033
717-534-2501 ext 3232
Email: payala@hershey.k12.pa.us

Contract Contact: Phil Ayala,

We are pleased to provide the following services proposal for your power quality equipment.

Quantity (1), Eaton 93E-20-30, Serial Number: BH125LXX06

Battery Type: VRLA Sealed, Qty (108 Internal)

Battery Date Code: 2023

Eaton Flex Service Plan:

- Corrective Maintenance, 7x24
- Parts & Labor Coverage Included*
 - *Battery, Capacitor, and Fan replacement excluded from parts coverage
- Guaranteed 8 Hour On-Site Emergency Response Time
- Qty (1) UPS Preventive Maintenance per year, (7x24)
- Qty (1) Sealed Battery Preventive Maintenance per year, (7x24)
- EOSL Status: Active

Coverage Start Date: 10/26/2023 Coverage End Date: 10/25/2024

Renewal Price

\$3,757.00

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



Powering Business Worldwide

Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

- **Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10**
- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. Return all attachments with purchase order to: Kevin Salada, KevinLSalada@Eaton.com ; tel: 610-705-2728
- Make Payments to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Accepted By:	Name	Title	Date	Purchase Order Number
Print Name:	Terence A. Singer			

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at [Eaton.com/UPSservices](https://www.eaton.com/UPSservices)

EATON CORPORATION **UPS SERVICES – TERMS AND CONDITIONS (T-0)**

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation and its affiliates and wholly owned subsidiaries ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. DEFINITIONS: The terms listed below shall have the following meanings:

- "Battery" is the electric storage portion of a UPS.
- "Covered Equipment" is the equipment as listed on the quote.
- "CPM" is the Contracted Period of Maintenance or Hours of Service.
- "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
- "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
- "PCS" is Pre-Contract Survey inspection.
- "Power Module" is the electronic portion of a UPS or other power quality device.
- "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
- "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
- "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. ELIGIBILITY: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. HOURS OF SERVICE: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. ON-SITE RESPONSE TIME: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. LABOR AND MATERIAL RATES: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. ENGINEERING CHANGES: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

C. Escort - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

D. Access - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and

Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. TERM AND TERMINATION: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16.

9. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

10. END OF SERVICE LIFE ("EOSL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.

11. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,

regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Contractor shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Customer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Contractor's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.

21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

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Electronics (UPS Power Module, PDU, Flywheel, LCM, Preventive Maintenance Scope of Work Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, PDU/PDR/RPP/STS, Vycon Flywheel, Lithium Communicator Module (LCM) and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during offline operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance (if applicable)
- d. Rectifier bridge current average leg balance (if applicable)
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify AC and DC filter capacitance
- i. Verify AC tank and trap filter capacitance (if applicable)
- j. Verify Power Supply voltages
- k. Update UPS firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)



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3. External Operating Parameters

- a. System Input and Output Voltages (all phases)
- b. System Input and Output Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up
- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control/display panel
- f. Flywheel only: Drain oil and change oil and filters (NOTE: One (1) oil and filter change per year)

5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
 - i. Overall battery float voltage
 - ii. Charger output current and voltage
 - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
 - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Lithium Communicator Module (LCM), if under Flex contract coverage

- a. Inspect and verify LCM data logging, functional test and integration to lithium battery cabinet(s)
- b. Download LCM data for storage in Eaton cloud application for customer reporting



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7. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)
- f. Update connectivity card firmware as necessary

8. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit ¹ :	Below 100W/Jar	100W+/Jar
A. Measure and Record the following:		
1. Individual cell/battery float voltages or overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
6. Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes
B. Visually inspect conditions and appearance of the following:		
1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area	Yes	Yes
5. Battery monitoring equipment (if present)	Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes
C. Perform cleaning of all accessible surfaces as required		
	Yes	Yes
D. Performed Once Per Calendar Year:		
The yearly maintenance procedure should include all of the above with the addition of the following:		
1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.	No	Yes
E. Reporting Each Preventive Maintenance Visit:		
1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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Eaton Ancillary Device Parts and Labor Coverage

Scope of Work

Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS “Power Module” and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. “Directly connected” is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

Covered ancillary device types (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 “Uninterruptible Power Systems” version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 “Switchboards” version or UL1558 “Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear” version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit



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- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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Eaton UPS Flex Onsite Service Parts and Labor Coverage

Scope of Work

Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

1. **Electronics Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 93PM, 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC capacitors).



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2. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
3. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.
4. **Customer Web Account Access:** Contractor will provide Purchaser with web-based access to account information and site service records. Access will be password restricted for maximum security of Purchaser records. A history of service performed, as well as scheduled service calls will be available.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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Time and Material Service Rate Schedule

Attachment X-1



The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM)	\$350
Mon. – Fri., After Business Hours (5PM – 8AM)	\$449
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight)	\$558
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	\$191

Minimum Labor Billing

**Minimum value range equal to above rates x hourly minimum*

Equipment below 200kVA, Five day or less response (4-hour min.)	\$1,390 to \$2,224
Equipment 200kVA and above or Multi Module, Five day or less response (6-hour min.)	\$2,085 to \$3,337
Equipment 200kVA and above or Multi Module, Two day or less response (8-hour min.)	\$2,779 to \$4,449

Travel & Living Expenses

Transportation	Mileage included in labor rates
All others (air fare, car rental, tolls, etc.)	Actual
Lodging & Meals	Actual

Calculation of Labor and Mileage Charges: Portal to Portal (travel labor and mileage)

Materials / Spare Parts:

Material / Spare parts	Current List Price
Minimum billing	\$191 Domestic \$443 International

Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM)	\$191
Mon. – Fri., After Business Hours (5PM – 8AM)	\$417
Weekends and Holidays	\$663

Freight Expense

Freight – FOB Factory	\$126 minimum
Same Day Delivery	\$317 plus freight

Depot Repair Labor:

Depot Repair Labor	\$191 per hour
Minimum Billing	\$191
Expediting Fee	\$158

Seller shall not be responsible for any failure to perform, or delay in performance of its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSEs are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, onboard a ship that has left port, etc.).



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1897948-2023-001
DATE: AUGUST 8, 2023

TO:

Emily Sterner
Hershey High School
30 E Granada Avenue
Hershey, PA 17033

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Heather Schmitt	A17-1897948	October 27, 2023 – October 27, 2024	October 27, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-12: 150 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i>	\$1,800.00	\$1,800.00

SUBTOTAL	\$1,800.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	\$1,800.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 1897948-2023-001. For international accounts, we can accept wire transfers for an additional fee.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

SALES CONTRACT

CONTRACT #159577

August 8, 2023

CUSTOMER

Emily Sterner
Hershey High School
30 E Granada Avenue
Hershey, PA 17033

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Heather Schmitt	A17-1897948	1897948-2023-001	Oct 27, 2023 - Oct 27, 2024

PAYMENT PLAN

Amount	Invoice date
\$1,800	October 27, 2023
TOTAL	\$1,800

Price valid until October 27, 2023

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

October 10, 2023



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:
IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070

Johnson Controls Fire Protection LP Quotation

To:
Derry Township School District
Po Box 898
Hershey, PA 17033-0898

Project: Hershey SD Smoke Det Purchase - CPQ-450258
Johnson Controls Reference: 650450258
Proposal #: 1
Date: 08/14/2023
Page: 1 of 12

HS

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Sales Contact Information:

Thayne R Gouse
ESERV
717-943-0410
Thayne.R.Gouse@jci.com

Scope of Work

Johnson Controls Fire Protection LP (JCI) is pleased to provide the following proposal for the project known as: **[Hershey SD Smoke Det Purchase - CPQ-450258]**

1. *For this proposal, JCI will only be responsible for the material and equipment necessary to meet this design. It is JCI's understanding that the Scope represents the work to be accomplished in its entirety and no additional work or materials is expected or required.*

1. JCI Scope of Work:

- JCI Parts Only
- Customer Contact: Bob Bixler 717.327.7990
- Site Address:

1. Inclusions

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

[] Prevailing Wage Rates

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070

- ☒ Equipment as listed
- ☒ Freight (F.O.B. shipping point)
- ☐ Shop Drawings: **AUTO CAD FILES, WITH FIRE ALARM DEVICES SHOWN, MUST BE PROVIDED AT NO ADDITIONAL COSTS TO JCI**
- ☐ Installation of equipment, cable, raceway and boxes
- ☐ Installation of FACP
- ☐ Installation of Fire Alarm Devices
- ☐ Device terminations
- ☐ Panel terminations
- ☐ PE Sealed Drawings
- ☐ Technical support including software programming
- ☐ Permit
- ☐ Inspection Fees
- ☐ Payment/Performance Bonds
- ☐ 1 functional certification test of new devices
- ☐ 1 AHJ test
- ☐ 2 Hours of standard operation and maintenance training
- ☐ Project coordination meetings
- ☐ Close out documentation
- ☐ Interface to non-JCI provided equipment:
- ☐ ONE YEAR standard parts and equipment warranty
- ☐ Fire Watch

1. **Clarifications:**

2. If your project is tax exempt, we require a completed tax-exempt certificate or tax will be applied to your invoices.
3. Additional devices may be deemed necessary by the AHJ and could result in additional cost.
4. All work is to be performed during the hours of **7:00 AM to 3:30 PM** Monday through Friday excluding company holidays.
5. Quotation is valid for a period of 30 days ONLY unless modified in writing by JCI.
6. No asbestos or lead paint abatement is identified, expected or included in this contract.
7. All installed fiber should be installed and certified that all connectors and splices must meet or exceed the **TIA/EIA-568-C.3 Optical Fiber Cabling Components Standard** for both loss and reflection using an Optical Time

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland, PA 17070

Domain Reflectometer (OTDR). JCI will not terminate any of our modules until certification test results are received and reviewed by JCI and are determined to meet these standards.

8. Jci is not responsible for patching and painting.

1. Schedule Milestones:

2. If submittals or shop-drawings are required: 10 business days to develop after booking, on average. For larger projects or projects that require expedited, please inquire for a more accurate time estimate.
3. A call will be generated to the customer and equipment will be released once booked in our system.

6. Payment terms:

This proposal, if accepted, will result in a Mobilization/Technical Document Preparation/ Material/Commissioning Labor

deliverable to be invoiced in the following manner: The first invoice installment will represent up to 30% of the total order value and will be invoiced upon project mobilization and the initiation of technical professional services work scope.

The remaining 70% will be invoiced at a level proportional to the quantity of material shipped and/or labor cost incurred relative to work completed.

All projects will be invoiced for stored materials.

The terms are net 30 days.

Your P.O. or contract will need to reference this proposal # and amount. Your P.O. Needs Made out to *Johnson Controls Fire Protection LP*. This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site

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Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland , PA 17070

conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

I trust that the above is understandable and to your satisfaction. Should you have any questions, please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely yours,

Thayne R. Gouse

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Total net selling price, FOB shipping point, \$494.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Alarm Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail:

☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail

☐ NO: Please submit invoices via _____

Offered By:

Johnson Controls Fire Protection LP
195 Limekiln Road

New Cumberland, PA 17070

Telephone:

Representative:

Email: thayne.r.gouse@jci.com

Accepted By: (Customer)

Company: Derry Township School District

Address: 30 C East Granada Avenue

Signature: 

Title: Board President

Date: October 10, 2023

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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

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liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT. WHATSOEVER, NONR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to



support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States, (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



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readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

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recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and



Project: Hershey SD Smoke Det Purchase - CPQ-450258
Johnson Controls Reference: 650450258
Proposal #: 1
Date: 08/14/2023
Page: 12 of 12

Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. *Company as* : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. *Company as* : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services; Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



September 8, 2023

Dr. Stacy Winslow, Superintendent
Derry Township School District
P.O. Box 898
30 E Granada Ave
Hershey, PA 17033

Dear Dr. Winslow:

Thank you for the opportunity to work collaboratively providing Elementary Student Assistance Program (ESAP) services at Hershey Elementary School. This agreement is specifically for those services that will be provided for the 2023-2024 school year. We look forward to working with you and the school for the early identification and intervention for students with social, emotional, behavioral, and academic concerns.

The purpose of the Student Assistance Program (SAP) is to alleviate a student's barriers to learning. SAP will be available to help students succeed in the school setting and to complete their education under the best possible circumstances. SAP is identified as an intervention program, not a treatment program. The purpose of the program is to identify high-risk students who are experiencing difficulties in school due to social, emotional, or mental health issues. SAP assists students in obtaining the necessary assistance or intervention as quickly as possible. Parental involvement is important to the SAP process. SAP Consultants will attempt to involve parents in all aspects of the assessment and referral process. SAP is also a voluntary process for students and their families.

The Mental Health Consultants in SAP follow all state and federal confidentiality laws. They will work closely with families and the school's SAP team to obtain required consents for the services they offer and to share information with parents and schools based on federal and state guidelines.

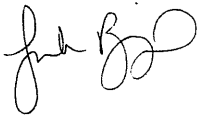
SAP services will be provided to children referred to Keystone Human Services through the SAP team meetings. Services will be provided at a 15-minute billable unit and will be invoiced at \$27 per unit.

The SAP services will include:

- Attending school SAP team meetings
- Arranging referrals and coordination services
- Conducting individual assessments to determine the need for mental health services
- Communicating with parents regarding recommendations and resources
- Providing consultation services to school personnel on mental health related issues
- Conducting mental health support groups
- Attending family/parent outreach events (Back to School Nights, Open houses, etc)
- Providing postvention services

We appreciate the opportunity to work with you and your staff to provide SAP services to your school.

Sincerely,



Julie Rizzo
Executive Director
Keystone Service Systems, Inc.

I agree with the above terms for the 2023-2024 school year.



Signature/Title

October 10, 2023

Date



3700 Vartan Way Harrisburg Pa 17110

**2023-2024 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey Elementary School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least two SAP team meetings per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the SAP team. When deemed necessary by the Consultant and the school, the Consultant will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the SAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the SAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's SAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other SAP trained staff will assist with Postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency SAP trained staff, will provide in-service training as time/schedule permits.
10. The Mental Health Consultant will be available for phone consultation as needed. If the Consultant is unavailable and immediate assistance is needed, the caller should

request to speak with Sandy Gates, SAP Supervisor.

11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

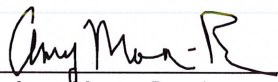
1. A member of the SAP team will notify the Mental Health Consultant of the meeting day, time, and location of all SAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school SAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the SAP team. All group members will be required to have signed parent permission to participate in the group.

PRIOR TO AN INFORMAL ASSESSMENT BEING CONDUCTED, THE FOLLOWING NEEDS TO TAKE PLACE

- Written parental permission for an informal mental health assessment must be received and a copy provided to the Mental Health Consultant.
- The student must be identified by **the team** as being "at-risk."
- Behavior checklists must be available for review by the Mental Health Consultant prior to the informal assessment.
- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, the Consultant's role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- A SAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of Consultant's visit.
- Following an informal assessment, a SAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:



Amy Moore-Ramirez

Director of Mental Health Services
Title

8/10/23
Date

School:



Stacy L. Winslow, Ed.D.

Superintendent
Title

October 10, 2023
Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health Consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**



3700 Vartan Way Harrisburg Pa 17110

**2023-2024 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey High School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least one SAP team meeting per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the SAP team. When deemed necessary by the Consultant and the school, the Consultant will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the SAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the SAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's SAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other SAP trained staff will assist with Postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency SAP trained staff, will provide in-service training as time/schedule permits.
10. The Mental Health Consultant will be available for phone consultation as needed. If the Consultant is unavailable and immediate assistance is needed, the caller should

request to speak with Sandy Gates, SAP Supervisor.

11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

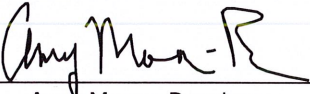
1. A member of the SAP team will notify the Mental Health Consultant of the meeting day, time, and location of all SAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school SAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the SAP team. All group members will be required to have signed parent permission to participate in the group.

PRIOR TO AN INFORMAL ASSESSMENT BEING CONDUCTED, THE FOLLOWING NEEDS TO TAKE PLACE

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- The student must be identified by **the team** as being "at-risk."
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- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, the Consultant's role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- A SAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of Consultant's visit.
- Following an informal assessment, a SAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:



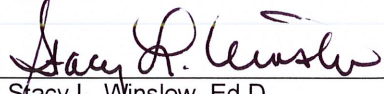
Amy Moore-Ramirez

Director of Mental Health Services
Title

8/10/2023

Date

School:



Stacy L. Winslow, Ed.D.

Superintendent
Title

October 10, 2023

Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health Consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**



3700 Vartan Way Harrisburg Pa 17110

**2023-2024 Letter of Agreement Student Assistance Program Services (SAP) between
Keystone Service Systems, Inc. and Hershey Middle School**

Mental Health Consultant Responsibilities:

1. The Mental Health Consultant will attend at least one SAP team meeting per month, depending on the needs of the school.
2. The Mental Health Consultant will conduct informal mental health assessments when the need is identified by the SAP team. When deemed necessary by the Consultant and the school, the Consultant will conduct up to 3 supportive counseling sessions for the student assessed.
3. The Mental Health Consultant will guide the SAP team through the process of contacting Crisis Intervention following an informal assessment, if necessary, and **act only as a support system for the involved student and the school.**
4. The Mental Health Consultant will contact parents regarding any recommendations and offer referral links with mental health providers and other community services.
5. The Mental Health Consultant will be available for consultation with teachers and classroom observations of students referred to the SAP team.
6. The Mental Health Consultant will be available to co-facilitate mental health related support groups as time/schedule permits or at the Supervisor's discretion. Keystone's SAP group guidelines will be reviewed prior to group development and implementation.
7. The Mental Health Consultant and/or other SAP trained staff will assist with Postvention needs when requested.
8. The Mental Health Consultant will participate in team maintenance sessions.
9. The Mental Health Consultant, or other agency SAP trained staff, will provide in-service training as time/schedule permits.
10. The Mental Health Consultant will be available for phone consultation as needed. If the Consultant is unavailable and immediate assistance is needed, the caller should

request to speak with Sandy Gates, SAP Supervisor.

11. The Mental Health Consultant should not be requested to conduct threat assessments following a students' violation of a school policy. We recommend in these situations you use a licensed mental health professional.

School SAP Responsibilities:

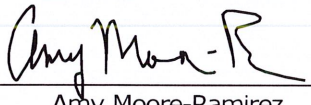
1. A member of the SAP team will notify the Mental Health Consultant of the meeting day, time, and location of all SAP related meetings pertaining to any student assessed by the Mental Health Consultant. The sooner this is done, the more likely it is that the Mental Health Consultant will be able to attend. The Mental Health Consultant should also be informed of meeting cancellations.
2. We ask that each school SAP team provides the Mental Health Consultant a copy of the following: Crisis, Drug/Alcohol, Postvention, Possession of Weapons, Terroristic Threats/Acts, Bullying/harassment policies. If needed, the Mental Health Consultant can be used to help develop these policies.
3. The school will provide a co-facilitator who will make necessary arrangements for students to attend mental health related support groups. The co-facilitator from both the school and the agency will meet in advance to plan the group. Topics to be discussed in group must be related to mental health issues, e.g., grief/loss, anger management, social skills. Most, but not all, participants should have been referred to and processed through the SAP team. All group members will be required to have signed parent permission to participate in the group.

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- The student must be identified by **the team** as being "at-risk."
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- Prior to the informal mental health assessment, the student should be informed about the Mental Health Consultant, the Consultant's role in SAP at the school, and the purpose of the assessment.
- Arrangements must be made for a confidential meeting place where there are no possibilities that confidentiality may be breached.
- A SAP member should meet the Mental Health Consultant upon arrival at the school or notify the school office about the purpose of Consultant's visit.
- Following an informal assessment, a SAP member should be available to speak with the Mental Health Consultant regarding recommendations.

Signatures reflect our joint agreement:

Keystone Service Systems:

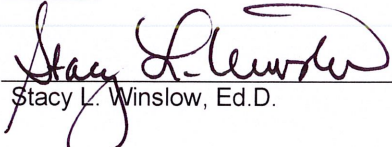


Amy Moore-Ramirez

Director of Mental Health Services
Title

8/10/23
Date

School:



Stacy L. Winslow, Ed.D.

Superintendent
Title

October 10, 2023
Date

SAP After-Hours Crisis Contact

In the event the SAP needs to get in contact with their Mental Health Consultant for the purpose of postvention planning and services and the Consultant cannot be reached during Keystone's regular business hours, please contact: **SAP Supervisor, Sandy Gates at 717-678-2971.**



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

Proposal

Derry Township School District
450 Homestead Road, Hershey, PA 17033

Proposal for:

Philip Ayala

Prepared by:

Ed Diehl

Proposal Date:

8/25/2023
*Valid for 30 days
from proposal date*

Summary

New Server for ECC (PEPPM)

Proposal #: **P56136-ECC R2**



Quoted Scope of Work

KIT Communications will:

- Provide, configure, and install one new 6 TB Exacqvision NVR at the ECC.
- Provide new server license for new ECC server to host cameras at the ECC location.
- Transfer hosting assignment for any ECC cameras to the relocated ECC NVR server to load balance cameras using the NVR located in each building
- Verify all relevant cameras are connected and recording properly to the new NVR.

Quote includes all required Exacqvision licenses, labor and travel.

PEPPM Contract 533902-061 Exacqvision Pricing Used

Price:

	\$4,978.00
--	-------------------

Plus sales tax as applicable

*Financing options available. Please contact your
KIT Communications Estimator or call 717-685-8100.*



GENERAL CONDITIONS
KIT Network Cabling (the "Contractor")

1. LIMITED WARRANTY.

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

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

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

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

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

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

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

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

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

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

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



Derry Township School District
Proposal P56136-ECC R2
New Server for ECC

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

Authorization to Proceed

Payment Terms: Net 30

Acceptance of Proposal **P56136-ECC R2** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Total Contract Price: **\$4,978.00**

Date of Acceptance: October 10, 2023

Signature

A handwritten signature in dark ink, appearing to read 'Ed Diehl', is written over a horizontal line.

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

Ed Diehl

KIT Communications

Desk: 717-685-4827

Cell: 717-460-4712

Email: EDiehl@kit-communications.com



**Creative Solutions for Parking,
Security and Beyond!**

PSX Inc. | PHILADELPHIA

708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

September 7, 2023

Derry Township SD
Phil Ayala
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 SUSP Access Control Renewal & PM Maintenance

Dear Phil,

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 SSA renewal licenses included in each option. This solution is available for purchase through PSX Inc. **Costars Contract Number 040-E22-137**

Scope of Work – Access Control & Intrusion

Standard Maintenance

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support
 - 128 Portal License

Premium Maintenance Agreement – Access Control & Intrusion

- Provide & Install (1) Year Standard S2 SSA Access Control Licenses & Software Support
 - 128 Portal License
- PM Inspection of Intrusion System – Test all intrusion devices (555) one time per year
- PM Inspection of Access Control – Test all access control devices (247) one time per year

Select Option Below:

**_____ OPTION 1 – STANDARD SUSP (1) YEAR SSA - TOTAL PROJECT COST:
\$8,700.00**

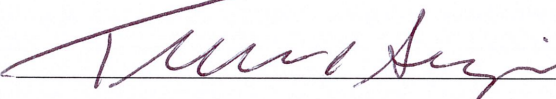
**_____ OPTION 2 – PREMIUM MAINTENANCE AGREEMENT ACCESS
CONTROL & INTRUSION TOTAL PROJECT COST: \$39,880.00 (Includes
option #1)**

Notes:

- Payment Terms: Full payment due at time of executed agreement.
- Remote access to servers required for systems upgrades.
- Above pricing includes working hours Monday – Friday during normal business hours using preferred non-union/non-prevailing wage PS^X labor.
- Customer to provide all user information, pictures, schedules, time zones, access groups, new access control cards, high voltage outlets as necessary, data outlets as necessary, rack-
- Above system design and parts list is based on the customer requested system functionality. Any additional parts or labor other than those listed above will be provided at an additional cost.
- Above pricing excludes the cost for sales tax, which will be added to the final invoice.
- Service and maintenance agreements can be provided at additional costs.
- The software listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.
- This proposal assumes that all existing hardware and software are functioning properly. Any additional work needed will require change order approval.

Thank you again for the opportunity to present this solution to you. Once this proposal is agreed upon, please fax a signed copy with the purchase order number to (610) 444-9646 or email the authorized copy to me.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: 

Sincerely,

Al Mandia

Albert Mandia

Senior Account Manager

Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987



**Creative Solutions for Parking,
Security and Beyond!**

PSX Inc. | PHILADELPHIA

708 Terminal Way, Kennett Square, PA 19348
610.444.8210 | 800.562.3286 | www.psxgroup.com

October 9, 2023

Derry Township SD
Phil Ayala
30 E. Granada Ave.
Hershey, PA 17033

RE: S2 SSA Licenses & Security Maintenance

Dear Phil,

Thank you for the opportunity to present our Standard & Premium Maintenance Agreement proposal. As requested, PSX is providing Derry Township SD with the S2 SSA renewal licenses included in each option. The term of this agreement is from 10/11/2023 through 10/10/2024. This solution is available for purchase through PSX Inc. **Costars Contract Number 040-E22-137**

Scope of Work – Video

Standard Maintenance

- Provide & Install (1) Year Standard S2 SSA Video Licenses & Software Support
 - 6 Servers – 165 Camera Licenses

Premium Maintenance Agreement – Video

- Provide & Install (1) Year Standard S2 VIDEO SSA
 - 6 Servers – 165 Camera Licenses
- PM Inspection of Cameras – Clean, Adjust, Focus all cameras (165) one time per year
- Bucket Truck Rental

Select Option Below:

**____ OPTION 1 – STANDARD SUSP (1) YEAR VIDEO SSA - TOTAL
PROJECT COST: \$11,500.00**

**____ OPTION 2 – PREMIUM MAINTENANCE AGREEMENT VIDEO TOTAL
PROJECT COST: \$36,250.00 (Includes Option #1)**

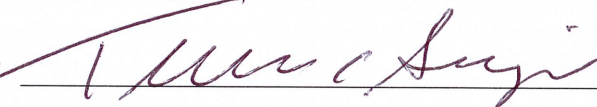
Notes:

- Payment Terms: Full payment due at time of executed agreement.
- Remote access to servers required for systems upgrades.
- Above pricing includes working hours Monday – Friday during normal business hours using preferred non-union/non-prevailing wage PS^X labor.
- Customer to provide all user information, pictures, schedules, time zones, access groups, new access control cards, high voltage outlets as necessary, data outlets as necessary, rack-
- Above system design and parts list is based on the customer requested system functionality. Any additional parts or labor other than those listed above will be provided at an additional cost.
- Above pricing excludes the cost for sales tax, which will be added to the final invoice.
- Service and maintenance agreements can be provided at additional costs.
- The software listed in this proposal includes a standard manufacturer's warranty. Any product defects, or warranty issues, will be handled by the manufacturer(s) listed in this proposal.
- This proposal assumes that all existing hardware and software are functioning properly. Any additional work needed will require change order approval.

Thank you again for the opportunity to present this solution to you. Once this proposal is agreed upon, please fax a signed copy with the purchase order number to (610) 444-9646 or email the authorized copy to me.

If you have questions regarding the proposal, please contact me directly via email at al.mandia@psxgroup.com or call 215.892.6987.

Agreed & Accepted By: _____



Sincerely,

Al Mandia

Albert Mandia

Senior Account Manager

Email: al.mandia@psxgroup.com | **Office:** 610.444.8210 | **Cell:** 215.892.6987



IT Asset Removal Agreement

Client: DERRY TOWNSHIP SCHOOL DISTRICT

Client Contact: Andrew Maya

Date: September 6, 2023

Presented By: Mark DeTroia

Upcycle LLC Contacts/Title	Project Role	Contact Info
Mark DeTroia – Account Manager	Key contact for all inquiries regarding project management.	973-303-1638 mark@upcyclellc.com

Upcycle LLC, is committed to providing a cost effective, environmentally conscious and socially responsible outlet for end of life IT equipment while improving the access to vital technology for those in need. We are excited to partner with BAYPORT, to dispose of your retired IT equipment. One of our goals is to make the process of partnering with Upcycle LLC as effortless and rewarding as possible. We pride ourselves on being flexible and amenable to fit all of each of our clients' needs and specific requests. All services listed below, but not limited to, are guaranteed by Upcycle LLC to Derry Township School District, upon agreeing to work with Upcycle LLC to handle your retired IT hardware disposal.

Services:

1. Upcycle LLC will package and remove equipment from the storage facility, office or wherever the equipment is being held.
2. Upcycle LLC guarantees full removal of assets identified for disposal within 48 hours of notification.
3. Upcycle LLC will accept anything with a plug in any condition and will pick up any and all of your end of life equipment and electronic waste.
4. Each shipment will be assigned a unique job number and all assets associated with the job will be catalogued and inventory will be taken on site.
5. Upcycle LLC will perform discovery services per unit to assure all hard drives are purged of confidential client information. Hard drives will be wiped according to Department of Defense standards (DoD 5220.22M).
6. All equipment will be transported to the Upcycle LLC facility where it will be weighed with the weights being sent directly to our contact at BAYPORT . _____

www.upcyclellc.com

(973)575-1400 f (973)575-1404

7. If units cannot be refurbished and restored to good working condition, they will be recycled according to the responsible recycling practices set forth by the industry by our R2 certified Recycling Partner
8. A portion of all of the proceeds and/or equipment collected will be allocated towards New Century/New Horizons, a fully functional NPO, helping to train and support at risk youth and juvenile offenders.
9. The following reports will be provided to the Client.
 - ✓ **An Inventory Report** detailing a list of all equipment received.
 - ✓ **A Letter of Responsibility** ensuring that all equipment is handled properly and that nothing ends up in a land fill or overseas
 - ✓ **A Certificate of Recycling** linked to the job number and list of equipment processed guaranteeing that all equipment is recycled according to local, state, and federal guidelines.
 - ✓ **A Certificate of Destruction** that pertains to all hard drives and documents the full and complete erasure of all hard drives from this pick up.

We will come out and provide all of the above mentioned services, and be responsible for all of the boxes, pallets, and trucks required for pick up.

There are no charges or fees associated with any of these services and we look to make it easy, cost effective, and fulfilling for our partners and our goal is to develop long term and mutually beneficial relationships. We hope to develop an effective partnership in handling your old IT equipment in a cost effective, environmentally conscious, and socially beneficial and responsible fashion. As mentioned, we are able to tailor our IT asset removal projects to each client's specifications so please feel free to contact me directly with any questions and or requests.

Thank you in advance for this opportunity, and your support and commitment to handling your EOL equipment responsibly.

Mark DeTroia
www.upcyclellc.com
mark@upcyclellc.com
973-567-8341

*Board approved
Michel Agui, Board Secretary
October 10, 2023*

www.upcyclellc.com

(973)575-1400 f (973)575-1404



CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-190024
Issued Date: 8/22/2023
Issued By: Bernard Siliezar
Offer Valid Through: 8/29/2023

Customer Information

Customer: Derry Township School District
D-U-N-S® Number: 042089649

Attn: Mark Anderson
Address: 30 E Granada Ave Ste 200,
Hershey, PA United States

Terms & Conditions

Related Contract:
Contract Start Date: 10/29/2023
Contract End Date: 10/28/2024
Initial Term: 12 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services

Item	Type	Qty	10/29/2023 to 10/28/2024
SDS/Chemical Management	Annual	1	
SDS Management	Annual	1	\$3,999.00
Included Site Administrator	Annual	1	
Total:			\$3,999.00

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Derry Township School District

Signature: _____

Name: Terence Singer

Title: Board President

Date: October 10, 2023

VelocityEHS

DocuSigned by:

Signature: _____

Name: Michael Bruffey

Title: Director, Customer Experience

Date: 9/21/2023



CUSTOMER ORDER FORM

Exhibit A

SDS Management Base subscription pricing includes:

- One annual SDS Management subscription(s) for the Customer and up to 200 employees.
- Two Account Administrators. Additional Administrators may be purchased for an additional annual fee per license.
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of fifty (50) for \$200; additional SDS Uploads may be purchased in bundles of (100) for \$200.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

All fees are in USD and, unless otherwise noted, are due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract End Date reflects the subscription "anniversary date"; subsequent year's fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable.



CUSTOMER ORDER FORM

Exhibit B

Customer Support

Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for <u>all</u> customers or <u>all</u> admins on 1 account OR <u>all</u> end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.



MOREFIELD

We help organizations make

SMART TECHNOLOGY DECISIONS

PROPOSAL FOR

Derry Township School District

Jared Nicholason

Premisys Software + Migration to new Server

Quote # 023724 v1

Wednesday, July 26, 2023

PREPARED BY

Mackenzie Clapper

814-204-3280

mackenzie.clapper@morefield.com





Wednesday, July 26, 2023

Derry Township School District
Jared Nicholason
30 East Granada Ave
PO Box 898
Hershey, PA 17033
manderson@hershey.k12.pa.us

Dear Jared,

The Morefield Team is pleased to submit this proposal for your consideration.

In today's interconnected world, you need a technology solution partner that provides continuous support and grows with your company. Morefield is the top business technology solutions company in Pennsylvania with over 75 years of delivering innovative technology solutions. We help organizations integrate and enhance their technology. We are proud to combine the resources and expertise of a large organization with the local values of a community-based business.

Today, Morefield offers a broad range of business technologies including:

- **Managed Services** – fully managed and co-managed; including consulting, monitoring, patching, data backup, disaster recovery, remote work access, on-site services, remote help desk, routing, switching, security, wireless, and network services.
- **Collaboration** – voice, video, chat, and presence integration with cloud, hybrid, and on-premises options, contact centers, video projection and displays, sound reinforcement, digital signage, and sound masking.
- **Cybersecurity and Physical security** – multi-layered network security, risk assessments, behavior analytics, awareness training, surveillance, building access control, CCTV, and situational awareness.

Our experts will install and care for every facet of your technology for an integrated solution that makes your workplace the most productive it can be.

We have the best people, processes, and technology to design, implement and maintain all aspects of your organization's technology. As a Morefield client, we will deliver efficient, friendly support for our superior, cost-effective designs. After consulting with you, we have explored the best options available and have chosen the solution outlined in this document.

Please review the selections and contact me with any questions you may have. The scope and price in this proposal will remain valid for 30 days.

We appreciate this opportunity to create a solution that accomplishes your goals.

Mackenzie Clapper
Client Success Manager
Altoona



Statement of Work

Morefield will upgrade and migrate the Premisys application to another customer provided server. PC/Server equirements will be attached to this quote. We will need remote access to both machines prior to beginning the process.

Customer Responsibilities.

Morefield requires standard A/C receptacles to be available and active at the time of installation at the required locations. If network connections are necessary, active, patched, and accessible network ports are required at the time of installation. The installation assumes that all walls are fishable and that Morefield installation technicians will have unrestricted access to the necessary work areas from 8:00AM to 5:00PM on consecutive days for the duration of the installation. Technicians also require access above the drop ceiling or in the attic/crawlspace as necessary for cabling and equipment installation.

Morefield technicians require a single point-of-contact to be available and on-site for the duration of the installation.



PremiSys and PremiSys ID PC Requirements

Version 4.8 or greater

This document describes minimal and recommended PC specifications.
Adjust as needed for your installation.

NOTES			
IIS	Windows® IIS (Internet Information Services) is required to install a PremiSys system. IIS is required either on the PC/Server where PremiSys Server is installed, or PremiSys IIS Components are installed if they are installed on a separate PC/Server from the PremiSys Server. In either case, IIS must be installed and enabled before PremiSys can be installed successfully. If IIS is not already installed and enabled, you will need your original Windows operating-system installation CD in order to install IIS.		
IMPORTANT	PremiSys requires Microsoft® SQL Server® and supports SQL Server 2012, 2014, 2016 and 2019. (Note: TLS-1.0 must be enabled.) The PremiSys installation includes SQL Server 2014 Express, which is a limited version of SQL Server from Microsoft. If you exceed the limitations of SQL Server 2014 Express, PremiSys Technical Support offers paid services to assist you. When installing SQL Server 2014 Express: If the operating system is 32-bit, the 32-bit version of SQL Server is installed; if the operating system is 64-bit, the 64-bit version of SQL Server is installed.		
PC Requirement by System Type			
	Recommended Server	Minimum Server	Client-Only
Installation Type	Includes any of the following installations: Full, Database, PremiSys Windows Service, or Components requiring IIS.	Includes any of the following installations: Full, Database, PremiSys Windows Service, or Components requiring IIS.	Client (No PremiSys services are installed on this PC)
Operating System Server and/or Client	Windows Server 2019, Microsoft Windows 2016, Windows 2012, Windows 10 (build 19042 or greater), and Windows 11		
CPU	Intel® i5 Processor (4 cores) or equivalent	Intel i5 Processor (2 cores) or equivalent	Intel i5 Processor (2 cores) or equivalent
RAM	8+ GB	4 GB	4 GB
Available Disk Space	1 GB for PremiSys Software (plus space for data)		650 MB (PremiSys Software)
Miscellaneous	DVD Drive (if installing from DVD media)		
	Windows Media Player or Desktop Experience		
	Server installations should include the Client-Only requirements when the PremiSys client application will be run from the server.		MS Internet Explorer® 9
			1024x768 24-bit Video Card
			USB Ports for camera, printer, or other hardware. (Supported webcam: Logitech C920E)

(continued)



PremiSys and PremiSys ID PC Requirements

Version 4.8 or greater

PremiSys Web Client Requirements			
Prerequisites			
PremiSys v4.7 or greater installed (access control)			
Supported Web Browsers			
Google Chrome	Microsoft Internet Explorer and Edge	Firefox	Safari

LEGAL NOTICES

No Liability for Consequential Damages: In no event shall SGI Matrix, LLC DBA Matrix Systems or its suppliers be liable for any damages whatsoever (including, without limitations, damages for loss of business profits, interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the software, even if Matrix Systems has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitations of consequential or incidental damages, the above limitations may not apply to you.

Unauthorized Modification: Never add, alter, or edit any of the system databases or their tables using software applications outside of the PremiSys program purchased, unless specifically instructed to do so by PremiSys Technical Support staff. Adding, deleting, or modifying any data, fields, tables, and/or databases in any way using Microsoft SQL or any other third-party software application will adversely affect data integrity and can render the PremiSys program partially or wholly unusable.

© 2023 SGI Matrix, LLC All rights reserved. PremiSys is a registered trademark of ACRE in the United States and/or other countries. Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries. All other trademarks are the property of their respective owners.

Bill of Materials

Qty	Description	Price	Ext. Price
1	1-year software Services Agreement for PremiSys Pr	\$2,046.38	\$2,046.38
1	Technical support assistance in moving PremiSys ap	\$777.50	\$777.50
2	PROFESSIONAL DESIGN SERVICE PER HOUR	\$268.75	\$537.50

Subtotal: \$3,361.38

Services

Qty	Description	Price	Ext. Price
1	Morefield Labor to Upgrade and migrate Premisys	\$720.00	\$720.00

Subtotal: \$720.00

Premisys Software + Migration to new Server

Prepared by:

Altoona

Mackenzie Clapper

814-204-3280

Fax 814.944.6827

mackenzie.clapper@morefield.com

Prepared for:

Derry Township School District

30 East Granada Ave

PO Box 898

Hershey, PA 17033

Jared Nicholason

74176493279

manderson@hershey.k12.pa.us

Quote Information:

Quote #: 023724

Version: 1

Delivery Date: 07/26/2023

Expiration Date: 08/23/2023

Quote Summary

Description	Amount
Bill of Materials	\$3,361.38
Services	\$720.00

Total: **\$4,081.38**

Taxes, shipping and handling fees will apply. We reserve the right to cancel orders arising from pricing or other errors.

This Proposal is governed under the terms of the Master Services Agreement located at <https://www.morefield.com/noindex> ("MSA"). By accepting this Proposal, you accept the terms of the MSA. If you cannot access or do not agree with the terms of the MSA, then do not sign this SOW and, instead, contact our office for more information.

Please note, this Proposal has important additional terms that are located after the signature block, below. Please read those additional terms carefully prior to accepting this Proposal.

Altoona

Derry Township School District

Signature:

M. Clapper

Name:

Mackenzie Clapper

Title:

Client Success Manager

Date:

07/26/2023

Signature:

Stacy L. Winslow

Name:

Jared Nicholason

Stacy L. Winslow

Date:

9/11/23



Payment Terms

Fixed Amount Payment Terms

PURCHASE PRICE AND PAYMENT TERMS.

- A. The purchase price and payment terms for any SYSTEM shall be set forth in the Hardware, Software, Services, Manufacturers Maintenance, Bill of Material and/or Statement of Work, as applicable. The purchase price of the equipment listed in the Bill of Material and Services defined under the Statement of Work Schedule will be set forth therein. One hundred percent (100%) of the SYSTEM purchase price including Equipment and Services will be invoiced upon completion.
- B. Any sales tax or other taxes which may be levied upon or collectible on the retail price of any goods or services under this Agreement shall be payable solely by Derry Township School District. Late payment charges of 1.5% per month interest will be added for past due invoices pertaining to this agreement and subsequent additions thereto. Derry Township School District notes that the above price reflects a cash discount on both material and services. Any invoice satisfied by Electronic Fund Transfer would also receive the cash discount. Derry Township School District agrees to pay an additional convenience fee of 4% for any payment that is satisfied by use of a credit or purchase card.
- C. Delivery & Shipping. Software (if any) will be made available for download unless otherwise stated above; physical copies of software (e.g., DVD, CD-ROM) will not be provided unless specifically stated in this Proposal. Purchased Products requiring delivery (e.g., hardware, equipment, accessories, etc.) will be delivered F.O.B. shipping point. Customer is responsible for all delivery costs and charges. Partial deliveries are permitted, and may occur depending on the items being shipped. Delivery times, if any, are approximate and items may be delivered in advance of the delivery schedule. If products delivered do not correspond in quantity, type, or price to those itemized in this SOW, Customer must notify Morefield within ten (10) days after receipt.
- D. Cancellation. Customer may cancel its order only with Morefield's prior written consent, which Morefield may withhold in its sole discretion. All cancelations will be subject to payment to Morefield of reasonable and proper cancelation charges, such as re-stocking fees and non-mitigatable fees incurred by Morefield (if any). No returns of special, custom, or made-to-order products will be permitted.
- E. Returns. No returns will be permitted more than twenty (20) days after delivery without Morefield's prior written consent. Morefield does not guarantee that any Purchased Product may be returned. Customer is responsible for all return/re-stocking fees that may be charged by the manufacturer or third party seller of the Purchased Products, and will pass through to Customer any such fees.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-838185 - 1
 Quote Expiration Date: 30-SEP-2023

Sales Quote - This Is Not An Invoice

Prepared By:	David Andrews	Customer Contact:	Stacy Winslow
Customer Name:	Derry Township School District	Title:	Superintendent
Enrollment:	0	Address:	P. O. Box 898
Contract Term:	12 Months	City:	Hershey
Start Date:	13-SEP-2023	State/Province:	Pennsylvania
End Date:	12-SEP-2024	Zip Code:	17033
		Country:	United States
		Phone #:	(717)534-2501 X3206

Product Description	Quantity	Unit	Extended Price
Initial Term 13-SEP-2023 - 12-SEP-2024			
Professional Services and Setup Fees			
eFinancePlus Consultation T/M	15.00	Hours	USD 2,880.00
Professional Services and Setup			USD 2,880.00
Fee Totals:			

Subscription Period Total

Total Discount	USD 720.00
Initial Term	13-SEP-2023 - 12-SEP-2024
Amount To Be Invoiced	USD 2,880.00
Amount to be invoiced as incurred	USD 2,880.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 13-SEP-2023

Derry Township School District

Signature:

Stacy Winslow

FA2973DBACE4454...

Printed Name:

Stacy Winslow

Title:

Superintendent

Date:

15-Sep-2023

Sales Quote - This Is Not an Invoice



P.O. Box 1077
San Ramon, CA 94583
United States

NEW ORDER FORM

Quote Number: Q-92131
Valid Until: 9/16/2023

Customer Information:

SOLD TO:

Customer Name Hershey High School
Contact Name Stacy Winslow
Address 30 E Granada Ave
Hershey, PA 17033
United States
Email swinslow@hershey.k12.pa.us
Phone (717) 534-2501

BILL TO:

Contact Name Philip Ayala
Address PO Box 898 30 E. Granada Avenue
Hershey, PA 17033
United States
Email payala@hershey.k12.pa.us
Phone (717) 534-2501

Order Form Summary:

Services Start Date 9/15/2023
Services End Date 9/14/2024
Auto Renew Yes

Payment Terms Net 30
Currency USD

Product	Quantity	Unit Amount*	Line Item Amount
Remind Hub: Essentials Plan	1,200	\$4.00	\$4,800.00
Add-On: Included Enhanced Data Dashboard	1	\$0.00	\$0.00
			Initial Term Charge: \$4,800.00

*The Unit Amount shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Amount displayed above, and are the true and binding totals for this order

Terms and Conditions:

- PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("Remind") and Hershey High School (the "School" or "Customer") as of the School's date of signature below (the "Order Form Effective Date").
- AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind School Plan Standard Agreement located at <https://www.remind.com/school-agreement> (together with the Order Form, the "Agreement"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Services End Date. This Order Form will thereafter automatically renew for additional 12-month terms (each, a 'Services Term' and collectively with the Initial Services Term, the 'Order Form Term'), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least 60 days' prior to the end of the then-current term, (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the School agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is 10.0% above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

Other Notes:

Additional Terms:



P.O. Box 1077
San Ramon, CA 94583
United States

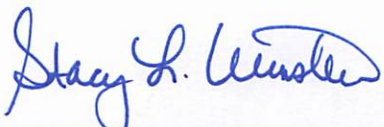



NEW ORDER FORM

Quote Number: Q-92131
Valid Until: 9/16/2023

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

Remind101, Inc.

Hershey High School

Signature:	Signature: 
Name:	Name: 
Title:	Title: 
Date:	Date: 



September 14, 2023

Sheryl Pursel, Business Manager
Derry Township School District
30 E. Granada Ave.
Hershey, PA 17033

RE: Proposal for Limited Accounting Services

SitelogIQ Construction Management (formerly one of the Reynolds Companies) is pleased to present this proposal of limited accounting services for the Derry Township School District. Tasks to be performed by our staff include preparation for the year-end financial audit, accounting reconciliations and other fund accounting clean-up. This proposal is effective for time worked through October 13, 2023.

We propose to provide a part-time Senior Business Consultant for the accounting services as described above. Darcy Brenner-Smith, CPA, PRSBA, will be assigned to perform these services and has the requisite qualifications. The hourly rate for our part-time Senior Business Consultant is \$106.25 per hour, which includes mileage costs. No reimbursable costs will be charged without prior approval. The not-to-exceed fee is proposed based on the following rates and hours:

Position	Hourly Rate	Hours Budgeted	Budget
Senior Business Consultant	\$106.25	60	\$6,375.00
Total NTE Budget			\$6,375.00

Our staff will provide the services in the priority needed and as coordinated by the staff of Derry Township School District. The efforts set forth will be managed with your office if the needs vary from the budgeted effort. The agreement may be terminated for convenience at any time with payment for services through the last date of work. The need for additional services will be re-evaluated at the end of the term of this agreement.

We are hopeful that this flexible approach to providing accounting services meets with the approval of Derry Township School District.

Sincerely,

SITELOGIQ CONSTRUCTION MANAGEMENT

Damion I. Spahr
Vice President

APPROVED:

Printed Name:

Derry Township School District

DATE:

9/14/23

APPROVED: _____

Printed Name: _____

SitelogIQ Construction Management

DATE: _____

**DERRY TOWNSHIP SCHOOL DISTRICT
DAUPHIN COUNTY, PENNSYLVANIA**

RESOLUTION

A RESOLUTION AUTHORIZING THE INCURRENCE OF GENERAL OBLIGATION INDEBTEDNESS PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING ALL OR A PORTION OF THE COSTS OF VARIOUS CAPITAL PROJECTS AS DETERMINED BY THE SCHOOL DISTRICT, AND PAYING THE COSTS AND EXPENSES OF ISSUING THE DEBT; DETERMINING THAT SUCH DEBT WILL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE DEBT BY PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH DEBT, WHEN ISSUED, WILL CONSTITUTE A GENERAL OBLIGATION OF THE SCHOOL DISTRICT; SETTING FORTH THE PARAMETERS AND THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT; CREATING A SINKING FUND IN CONNECTION WITH SUCH DEBT AND AUTHORIZING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO CONTRACT FOR A SINKING FUND DEPOSITORY/PAYING AGENT; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO TAKE APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, INCLUDING WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DESIGNATING THE STATUS OF THE BONDS UNDER SECTION 265 (B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE SCHOOL DISTRICT FROM TAKING ACTION WHICH WOULD AFFECT THE TAX EXEMPT STATUS OF THE BONDS; AND OTHER APPROPRIATE PROVISIONS.

Derry Township School District (the "School District") is undertaking various capital projects including the design, acquisition, construction and installation of various capital improvements to the School District's facilities, buildings and systems, including, but not limited to, various upgrades to the School District's elementary school and HVAC systems, other ongoing and proposed capital projects as determined by the School District and the payment of the costs and expenses of issuance of the debt (the "Projects"). The estimated completion date of the Projects is October 2026.

The School District has obtained realistic cost estimates through actual bids, option agreements, or professional estimates from registered architects, professional engineers or other persons qualified to make such estimates, and has determined that the costs of the Projects will be in excess of the proceeds of the Bonds authorized hereinafter and allocated to the Projects and any interest to be earned thereon.

The Board of School Directors of the School District (the "School Board") contemplates the authorization, sale, issuance and delivery of general obligation bonds in one or more series, in the maximum aggregate principal amount of Eighteen Million Dollars (\$18,000,000), to be

originally designated the “General Obligation Bonds, Series of 2023” (the “Bonds”), with the proceeds to be applied to the Projects and to payment of related costs of issuance of the Bonds, in accordance with applicable and appropriate provisions of Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82) (the “Act”).

The School District has determined that a private sale of the Bonds by negotiation is in the best interest of the School District. The School District has received a proposal (the “Bond Purchase Agreement”) for the purchase of the Bonds, containing certain financial parameters for, and conditions to the issuance of the Bonds (the “Bond Parameters”). The Bond Purchase Agreement will be supplemented by one or more addenda containing the final terms and conditions of each series of the Bonds issued hereunder, consistent with the Bond Parameters.

The School Board desires to accept the Bond Purchase Agreement, to award the sale of the Bonds, to authorize issuance of nonelectoral debt, to take appropriate action and to authorize proper things, all in connection with the Projects, and all in accordance with, and pursuant to, provisions of the Act.

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

Section 1. The School Board authorizes and directs the issuance of the Bonds pursuant to this Resolution, in accordance with the Act, and the undertaking of the Projects.

Section 2. The School District will incur indebtedness, pursuant to the Act, in the maximum aggregate principal amount of \$18,000,000 for the purpose of providing funds for the payment of a portion of the costs of the Projects and for the costs and expenses of issuing the Bonds. The Bonds may be issued in one or more series of bonds and may be issued as taxable or tax-exempt.

Section 3. The School Board determines and states that the realistic estimated useful life of the Projects to which the proceeds of the Bonds relate range from in excess of twenty (20) to thirty (30) years.

Section 4. The indebtedness authorized by this Resolution is nonelectoral debt.

Section 5. The School Board has discussed the merits of alternative methods of selling the Bonds and has determined that a private sale of the Bonds by negotiation is in the best interest of the School District.

Section 6. The Bonds are awarded and sold at private sale by negotiation to Raymond James & Associates, LLC, Lancaster, Pennsylvania (the “Purchaser”), with the maximum principal amounts for each maturity as set forth in **Exhibit “A”** and otherwise, at the price and in accordance with the other terms and conditions contained in the Bond Purchase Agreement presented to this meeting, provided however, that the purchase price shall not be less than 95% nor more than 125% of the aggregate amount of the Bonds, plus accrued interest if any, from the date thereof to the date of delivery. A copy of the Bond Purchase Agreement, which is accepted, is attached to this Resolution as **Exhibit “B”** and will be lodged with the

official minutes of this meeting. The terms and conditions of the Bond Purchase Agreement are incorporated herein by reference. Officers of the School Board or the Business Manager of the School District are authorized and directed to endorse the acceptance of the School District on the Bond Purchase Agreement and to deliver an executed copy thereof to the Purchaser.

The Business Manager of the School District or the Board President or Vice President is hereby authorized to approve the final terms and conditions to be presented by the Purchaser within the Bond Parameters. An addendum to the Bond Purchase Agreement for each series of bonds issued hereunder (the "Addendum") containing the final terms of the Bonds shall be executed and delivered by the Business Manager of the School District or an officer of the School District and included as part of the Bond Purchase Agreement accepted by this Resolution. Each Addendum shall be incorporated in the Bond Purchase Agreement.

In addition to the conditions set forth in the Bond Purchase Agreement referenced above, such awards and sales are conditional upon the following:

- (a) all provisions of this Resolution becoming effective;
- (b) approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the issuance of the Bonds;
- (c) approval of the Pennsylvania Department of Education, to the extent such approval is determined to be necessary by the School District; and
- (d) approval of any other governmental agency, the approval of which is determined to be necessary by the School District.

Section 7. The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name of the School District, and to take other necessary or appropriate action, including if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt, or to designate all or any portion of the Bonds or any series of the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file PLANCON documents appropriate to this transaction.

Section 8. The Bonds, when issued, will be General Obligation Bonds and will constitute general obligations of the School District.

Section 9. The School District covenants with the registered owners of the Bonds outstanding pursuant to this Resolution that:

(a) the School District will include in its budget, for each fiscal year in which such sums are payable, the amount of debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as any of the Bonds remain outstanding;

(b) the School District will appropriate such amounts to the payment of such debt service; and

(c) the School District will duly and punctually pay or cause to be paid, from the Sinking Fund hereinafter established, or from other funds, the principal of every bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. The covenant contained in this section is specifically enforceable.

Section 10. The Bonds will be numbered consecutively, as issued, without regard to denomination or maturity, will bear interest at a rate or rates not to exceed 6.00% per annum, and will mature, or be payable upon mandatory redemption prior to stated maturity, in the maximum annual amounts (by fiscal year) set forth in **Exhibit "A."**

Section 11. The Bonds will be issued in fully registered book-entry only form, substantially in the form set forth in **Exhibit "C"** with appropriate omissions, insertions and variations.

The principal of and interest on the Bonds will be payable in lawful money of the United States of America at one or more banks or trust companies as selected by the Business Manager or an officer of the School Board pursuant to this Resolution, which shall serve as Paying Agent and Registrar for the Bonds and Sinking Fund Depository and is herein called the "Paying Agent."

Section 12. The Bonds may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 6 hereof. The Bonds may be subject to mandatory redemptions prior to maturity, determined in the manner described in Section 6 hereof, not in excess of any annual principal payment amount set forth in **Exhibit "A"** hereof.

Section 13. The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond will be in the aggregate principal amount of such maturity as shown on the Addendum to the Bond Purchase Agreement. The School District will cause the Bonds to be delivered to DTC for the benefit of the purchaser of the Bonds on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in

accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, redemption price, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository. The School District may appoint a successor securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the proper officers of the School District are authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

The School District will give notice, or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of the Bonds. The School District will provide the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Bonds. The School District will pay the customary charges for such mailing.

Section 14. The School District covenants that there will be and there is established a sinking fund for each series of bonds issued hereunder to be held by the Paying Agent (or such substitute or successor Paying Agent, which will hereafter be appointed in accordance with the provisions of the Act) in the name of the School District, but subject to withdrawal only by the Paying Agent (the "Sinking Fund").

The Paying Agent is authorized and directed to pay from the Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the School District covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the holders or owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, will be returned to the School District. Nothing contained herein will relieve the School District of its liability to the registered owners of unrepresented bonds.

Section 15. The School District will not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

Section 16. The officers of this School District are authorized to enter into an Agreement with Manufacturers and Traders Trust Company, or such other bank qualified to serve as paying agent under the Act as chosen by the Business Manager providing for the

confirmation and acceptance of the appointments herein made as Paying Agent and Sinking Fund Depository for the Bonds, for its compensation in such capacities, for the administration of the Sinking Funds and for such other matters as counsel may recommend be included in the Agreement and as the officers may approve by their execution of the Agreement. The officers of this School District are further authorized to contract with Manufacturers and Traders Trust Company, or one or more other banks or bank and trust companies, to the extent deemed necessary or advisable, for additional services as trustee, fiscal agent, sinking fund depository or paying agent.

Notwithstanding the forgoing, if a privately place general obligation is issued with a commercial lender for any series of bonds issued hereunder, then such commercial lender shall act as Paying Agent, Registrar and Sinking Fund Depository in addition to its capacity as lender and purchaser of such privately placed general obligation, as long as such lender meets the requirements for paying agent under the Act.

Section 17. The School District covenants with the holders of the Bonds that no part of the proceeds of the Bonds will at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Bonds to be “arbitrage bonds” as currently defined in Section 148 of the Code, or under any similar statutory provisions, or any currently enacted rule or regulation promulgated thereunder or under former Section 103(c) of the Internal Revenue Code of 1954, with the effect that interest on the Bonds would no longer be exempt from federal income taxes. The School District further covenants that it will comply with the terms of Section 148 of the Code and said rules and regulations throughout the term of the Bonds and will make no investment inconsistent with the foregoing covenant. The School District further covenants that it will promptly and timely comply with the reporting and filing requirements of Section 149(e) of the Code.

The School District covenants with the holders of the Bonds that it will comply with the arbitrage rebate requirements of Section 148 of the Code, as such requirements may apply to earnings on the investment of the proceeds of the Bonds. The School District covenants to maintain any proceeds of the Bonds which may be invested (until such time as they are needed) in segregated investments which readily will permit a determination of earnings on the proceeds. To the extent that the amount earned on all nonpurpose investments (as defined in Section 148 of the Code) exceeds the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Bonds, the School District will, unless otherwise exempt, pay to the United States the amount of rebate calculated in accordance with Section 148 and the regulations promulgated pursuant thereto.

Section 18. If applicable, as determined from the Bond Purchase Agreement and the Addendum thereto, the School District will purchase municipal bond insurance for the Bonds in accordance with the terms of the Bond Purchase Agreement. Proper officers or agents of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance as contemplated in the Bond Purchase Agreement, including the payment of the premium for such insurance.

Section 19. The Bonds will be executed by the President or Vice President of the School Board of the School District and attested by the Secretary or Treasurer of the School District. The School District seal will be impressed upon the Bonds. The Bonds will be

authenticated by the manual signature of the Paying Agent, which will also certify that the approving opinion of Bond Counsel, which will be affixed to each bond, is an accurate reproduction of the approving opinion delivered at the closing for the Bonds.

Section 20. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the proper officers of the School District will pay said amount to the Paying Agent and said amount will be deposited in a settlement account (the "Settlement Account"). From the Settlement Account, the Paying Agent will disburse a portion of the proceeds of the Bonds to the School District to pay a portion of the costs of the Projects.

Remaining funds in the Settlement Account will be disbursed from time to time by the Paying Agent, pursuant to written instructions from the President or Vice President of the School Board or the Business Manager the School District, to pay issuance costs in connection with the Bonds, and any balance ultimately remaining in any such reserve will, upon written instructions of the President or Vice President of the School Board or the Business Manager of the School District, be deposited in the Sinking Fund or otherwise applied according to said instructions.

Section 21. For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the President or the Secretary of the School Board is absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Resolution, the Vice President or the Treasurer of the School Board, respectively, or the Business Manager of the School District, are authorized and directed to execute documents, or otherwise to act on behalf of the School District in their stead.

Section 22. The proper officers of the School District are authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices which may be necessary or appropriate to issue the Bonds, to authorize the payment from the Settlement Account of issuance costs of the Bonds, to obtain and pay for bond insurance for the Bonds, and otherwise to comply with the provisions of the Resolution or the Act, in the name and on behalf of the School District.

Section 23. The School District covenants that, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by The Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, it will provide continuing disclosure for the benefit of the holders of the Bonds. Such continuing disclosure will be in conformance with the Rule and will relate to the financial and operating data of the School District and to the occurrence of certain material events as contemplated by the Rule. The officers of the School District are authorized to enter into a Continuing Disclosure Agreement to set forth the School District's obligations under the Rule, and to document the School District's agreement to provide the required disclosure under the Rule.

Section 24. This Resolution is enacted pursuant to, and the Bonds issued hereunder will be subject to, the provisions of the Act and all of the mandatory provisions thereof will apply hereunder whether or not explicitly stated herein.

Section 25. This Resolution constitutes a contract with the holders or registered owners of the Bonds from time to time outstanding hereunder and will be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

Section 26. In case any one or more of the provisions contained in this Resolution or in any bond issued pursuant hereto will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Resolution or of the Bonds, and this Resolution or the Bonds will be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 27. All resolutions and parts of resolutions heretofore adopted to the extent that the same are inconsistent herewith are repealed.

Section 28. This Resolution will take effect on the earliest date permitted by the Act.

EXHIBIT A
MAXIMUM DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

**Derry Township School District
GO Bonds, Series of 2023
MAXIMUM PARAMETERS**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/15/2024	5,000	6.000%	498,000	503,000	503,000
11/15/2024			539,850	539,850	
05/15/2025	10,000	6.000%	539,850	549,850	1,089,700
11/15/2025			539,550	539,550	
05/15/2026	10,000	6.000%	539,550	549,550	1,089,100
11/15/2026			539,250	539,250	
05/15/2027	10,000	6.000%	539,250	549,250	1,088,500
11/15/2027			538,950	538,950	
05/15/2028	10,000	6.000%	538,950	548,950	1,087,900
11/15/2028			538,650	538,650	
05/15/2029	765,000	6.000%	538,650	1,303,650	1,842,300
11/15/2029			515,700	515,700	
05/15/2030	790,000	6.000%	515,700	1,305,700	1,821,400
11/15/2030			492,000	492,000	
05/15/2031	820,000	6.000%	492,000	1,312,000	1,804,000
11/15/2031			467,400	467,400	
05/15/2032	1,055,000	6.000%	467,400	1,522,400	1,989,800
11/15/2032			435,750	435,750	
05/15/2033	1,090,000	6.000%	435,750	1,525,750	1,961,500
11/15/2033			403,050	403,050	
05/15/2034	1,130,000	6.000%	403,050	1,533,050	1,936,100
11/15/2034			369,150	369,150	
05/15/2035	1,170,000	6.000%	369,150	1,539,150	1,908,300
11/15/2035			334,050	334,050	
05/15/2036	1,215,000	6.000%	334,050	1,549,050	1,883,100
11/15/2036			297,600	297,600	
05/15/2037	1,260,000	6.000%	297,600	1,557,600	1,855,200
11/15/2037			259,800	259,800	
05/15/2038	1,305,000	6.000%	259,800	1,564,800	1,824,600
11/15/2038			220,650	220,650	
05/15/2039	1,350,000	6.000%	220,650	1,570,650	1,791,300
11/15/2039			180,150	180,150	
05/15/2040	1,405,000	6.000%	180,150	1,585,150	1,765,300
11/15/2040			138,000	138,000	
05/15/2041	1,470,000	6.000%	138,000	1,608,000	1,746,000
11/15/2041			93,900	93,900	
05/15/2042	1,530,000	6.000%	93,900	1,623,900	1,717,800
11/15/2042			48,000	48,000	
05/15/2043	1,600,000	6.000%	48,000	1,648,000	1,696,000
	18,000,000		14,400,900	32,400,900	32,400,900

EXHIBIT B
BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

for

DERRY TOWNSHIP SCHOOL DISTRICT

Dauphin County, Pennsylvania

\$18,000,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series of 2023

October 10, 2023

Raymond James & Associates, Inc.

BOND PURCHASE AGREEMENT

DERRY TOWNSHIP SCHOOL DISTRICT
Dauphin County, Pennsylvania
General Obligation Bonds, Series of 2023

October 10, 2023

Board of School Directors
Derry Township School District
30 East Granada Avenue
Hershey, PA 17033

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the “Underwriter”), acting on its own behalf, offers to enter into the following agreement with the Derry Township School District, Dauphin County, Pennsylvania (the “Issuer”) which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Bond Purchase Agreement (the “Agreement”) shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Conditioned upon market availability, usual and customary Underwriter review and approvals, customary bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 8 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer’s General Obligation Bonds, authorized for issuance in one or more series under an resolution adopted by the Issuer on October 10, 2023 (the “Bond Resolution”) and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account and has financial and other interests that differ from those of the Issuer, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum interest rates and yield(s) to maturity per annum, are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Resolution and any bond agreement authorized thereunder. One or more banks or trust companies as selected by the authorized officials of the Issuer pursuant to the Bond Resolution (the “Paying Agent”) shall serve as paying agent, sinking fund depositary and registrar for the Bonds.

The purchase price for any series of bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall not be less than 95% nor more than 125% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer, plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The initial offering prices and yields, interest rate modes, mode conversion provisions, remarketing provisions, optional and mandatory tender provisions, credit or liquidity provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any bond agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds, issued from time to time, at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the “Official Statement”) in connection with the marketing and issuance of such series of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *Establishment of Issue Price.* The provisions for the determination of “issue price” under IRS Regulation 1.148-1 shall be contained in a written addendum to this Agreement to be executed not later than the sale date of the Bonds. Such addendum shall be in form and substance acceptable to the Underwriter, the Issuer and Bond Counsel.

4. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Bonds under the Bond Resolution, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute an addendum to this Agreement establishing the final terms applicable to any of the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of such Bonds.

(c) If, after the date of the Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a school district duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”), specifically, the Public School Code of 1949, as amended and supplemented (the “School Code”), and has full legal right and authority under the School Code, the Local Government Unit Debt Act, as amended and supplemented (the “Act”), and the Bond Resolution to (i) enter into, execute and deliver this Agreement, the Bond Resolution and, if required by applicable law, a Continuing Disclosure Undertaking (the “Undertaking”) as defined in Section 7(h)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement and any supplement or addendum thereto, the Bond Resolution, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to collectively as the “*Issuer Documents*”), (ii) sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer

Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Resolution and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States, any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Resolution;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bonds shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "DESCRIPTION OF THE BONDS"; the description of the Bond Resolution to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Resolution; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "PURPOSE OF THE ISSUE"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "CONTINUING DISCLOSURE UNDERTAKING;"

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge

of the Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Resolution, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 4 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or Commonwealth income tax purposes of the interest on the Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any notes, bonds or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

6. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the

Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwriter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "Closing."

(b) The Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official

Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter; and

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution and any bond agreement authorized thereunder, each with such supplements or amendments as may have been agreed to by the Underwriter;

(3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;

(4) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;

(5) The opinion of Bond Counsel with respect to the Bonds in the form appended to the Official Statement;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, contest the validity, due authorization and execution of the Bonds or the Issuer Documents, or attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 4(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not,

contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds; and

(9) The approving opinion of the Solicitor with respect to the Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

8. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Resolution

is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), or the validity or enforceability of the Bond Resolution or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, or disruptive events, occurrences or conditions in the securities or debt markets, which in the reasonable judgement of the Underwriter, would have a material adverse affect upon the Underwriter's ability to market the Bonds or the market price thereof;

(i) Any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer, if any, which issued a binding municipal bond guaranty insurance policy as additional security for the Bonds;

(k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

- (l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Bonds within the limits established by Law.

Notwithstanding the foregoing, the Issuer shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of six (6) months following the initial date of this Agreement and the Bond Resolution, but not after the date of the execution of any addendum by the Issuer *pro tanto* (to the extent of the principal authorized in such addendum). Written notice of the Issuer's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the Issuer will have no further obligation under this Agreement.

9. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Solicitor, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of any Paying Agent, Financial Advisor, or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (iv) all fees and expenses in connection with obtaining Bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law.* This Agreement and all matters arising out of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

13. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in

fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. *Business Day.* For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. *Private Placement.* The Issuer and Underwriter do hereby agree that, if the Issuer shall so elect, the undertaking described in this Agreement shall be to place the Bonds with a commercial bank in the form of a private placement with the Underwriter serving as bank loan placement agent. If this option is exercised by the Issuer, the Underwriter and Issuer shall continue to comply with all of the terms and conditions of this Agreement, excepting those relating specifically and solely to the public issuance and underwriting of the Bonds including, but not limited to, the purchase of the Bonds by the Underwriter, public sale of the Bonds, preparation and dissemination of a Preliminary Official Statement and Official Statement and any continuing disclosure requirement contained herein.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RAYMOND JAMES & ASSOCIATES, INC.

By _____

Name Louis Verdelli

Title Managing Director

Date October 10, 2023

ACCEPTANCE

ACCEPTED at [_____] [a.m./p.m.] Eastern Time this 10th day of October, 2023.

DERRY TOWNSHIP SCHOOL DISTRICT

Dauphin County, Pennsylvania

By _____

Name _____

Title (VICE) President of the Board of School Directors

SCHEDULE I

DERRY TOWNSHIP SCHOOL DISTRICT
Dauphin County, Pennsylvania
General Obligation Bonds, Series of 2023

Summary

Maximum Aggregate Principal Amount: \$18,000,000
Principal Maturity (or Mandatory Redemption): May 15

<u>Maximum Annual Principal Payment Amount</u>	<u>Maximum Coupon</u>	<u>Maximum Yield to Maturity</u>	<u>Principal Maturity or Mandatory Sinking Fund Payment Year</u>
\$ 5,000	6.000%	6.000%	2024
10,000	6.000%	6.000%	2025
10,000	6.000%	6.000%	2026
10,000	6.000%	6.000%	2027
10,000	6.000%	6.000%	2028
765,000	6.000%	6.000%	2029
790,000	6.000%	6.000%	2030
820,000	6.000%	6.000%	2031
1,055,000	6.000%	6.000%	2032
1,090,000	6.000%	6.000%	2033
1,130,000	6.000%	6.000%	2034
1,170,000	6.000%	6.000%	2035
1,215,000	6.000%	6.000%	2036
1,260,000	6.000%	6.000%	2037
1,305,000	6.000%	6.000%	2038
1,350,000	6.000%	6.000%	2039
1,405,000	6.000%	6.000%	2040
1,470,000	6.000%	6.000%	2041
1,530,000	6.000%	6.000%	2042
1,600,000	6.000%	6.000%	2043

EXHIBIT C
FORM OF BOND

Number: _____ \$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the School District or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co. has an interest herein.

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
DERRY TOWNSHIP SCHOOL DISTRICT
(Dauphin County, Pennsylvania)

GENERAL OBLIGATION BONDS, SERIES OF 2023

Interest Rate	Maturity Date	Original Issue Date	CUSIP
____%	May 1 ____	_____, 2023	____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

Derry Township School District, Dauphin County, Pennsylvania (the "School District"), for value received, promises to pay to the order of the registered owner of this Bond, on the maturity date shown above, unless this Bond has been called for redemption and payment of the redemption price has been made or provided for, the principal sum hereof, and to pay interest thereon at the annual rate shown above (calculated on the basis of a 360 day year of twelve 30-day months). Interest will be paid semiannually on May 1 and November 1 of each year, commencing May 1, 2024, until such principal is paid or until this Bond has been previously called for redemption and payment has been duly made or provided for. The principal of this Bond is payable to the registered owner hereof, in lawful money of the United States of America, upon presentation at the corporate trust office of Manufacturers and Traders Trust Company, N.A., Buffalo, New York, and Harrisburg, Pennsylvania (the "Paying Agent" or "Bond Registrar"), acting in its capacity as Paying Agent and Bond Registrar, or its successor. Payment of the semi-annual interest hereon will be made by check mailed to the person in whose name this Bond is registered at the address that appears on the registration books maintained by the Bond Registrar on behalf of the School District at the close of business on the fifteenth calendar day (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date. Interest payable on the first interest payment date will be computed from the original issue date. Interest will be computed from the interest payment date next preceding the date of registration and authentication of this Bond unless (a) this Bond is registered and authenticated as of an interest payment date, in which case it will be dated and bear interest from said interest payment date; or (b) this Bond is registered and authenticated on a date after a Record Date and before the next succeeding interest payment date, in which case it will bear interest from such next succeeding interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date applicable to the first interest payment date, in which case it will bear interest from the original issue date; or (d) the School District is in default in payment of interest due on such interest payment date, in which case such defaulted interest will be payable to the person in whose name this Bond is registered as of the close of business on a Special Record Date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of the School District to the registered owners of Bonds not less than fifteen days preceding such Special Record Date. Such notice will be mailed to the person in whose name this Bond is registered at the close of business on the fifth day preceding the date of mailing.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company or Cede & Co., payment of principal, redemption price and interest on this Bond will be made by wire transfer to The Depository Trust Company.

REFERENCE IS MADE TO FURTHER PROVISIONS OF THIS BOND FORTH BELOW, WHICH FURTHER PROVISIONS WILL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond is not valid unless the Authenticating Agent's Certificate of Authentication printed hereon is duly executed.

IN WITNESS WHEREOF, Derry Township School District has caused this Bond to be signed in its name and on its behalf by the facsimile signature of the Vice President or President of the School Board of the School District, and a facsimile of its corporate seal to be hereunto affixed, duly attested by the facsimile signature of the Secretary of the School District.

DERRY TOWNSHIP SCHOOL DISTRICT

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the series designated herein, described in the within mentioned Resolution. Printed hereon is the complete text of the opinion of Saxton & Stump, LLC, Lancaster, Pennsylvania, a signed original of which is on file with the undersigned, delivered and dated on the date of the original delivery of and payment for the Bonds.

By: _____
President

Manufacturers and Traders Trust Company, N.A.
Authenticating Agent

Attest: _____
Secretary

By: _____
Authorized Officer

(SEAL)

Dated: _____

This Bond is one of a duly authorized issue of \$_____,000 aggregate principal amount of General Obligation Bonds, Series of 2023 of the School District (the "Bonds"), all of like tenor, except as to principal amount, interest rate, and date of maturity. The Bonds are issued in accordance with The Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82) (the "Act"), without the assent of the electors, pursuant to a Resolution of the Board of School Directors of the School District duly adopted on October 10, 2023 (the "Resolution"). The Bonds are issued for the purpose of undertaking various capital projects of the School District and paying issuance costs incurred in connection with the issuance of the Bonds.

The Bonds maturing on or after May 1, 20__ are subject to redemption prior to maturity at the option of the School District as a whole or in part on _____, 20__ or any date thereafter, upon payment of a redemption price of one hundred percent (100%) of the principal amount plus accrued interest to the dates fixed for redemption. If less than all the Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed will be drawn by lot by the Paying Agent. In the event that a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but portions of Bonds will be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. The Paying Agent in its discretion may determine the particular Bonds (if there is more than one) registered in the name of any registered owner which are to be redeemed, in whole or in part.

The Bonds stated to mature on May 1, _____ are subject to mandatory redemption prior to maturity at a price equal to the principal amount thereof, together with accrued interest to the fixed for mandatory redemption, on _____ of the years and in the principal amounts set forth in the following schedule, as selected by lot by the Paying Agent:

<u>Year ()</u>	<u>Principal Amount</u>
20__	\$ _____

The remaining \$_____ of the Bonds stated to mature on May 1, 20__ will be paid at maturity or upon earlier optional redemption.

Each such redemption will be upon at least thirty (30) days, and not more than sixty (60) days, prior written notice by mailing a copy of the official redemption notice by first class mail, postage prepaid, to the registered owners of the Bonds to be redeemed at their addresses shown in the registration books maintained by the Paying Agent unless such notice is waived in writing by the registered owners of the Bonds to be called for redemption. Notice of redemption having been given as aforesaid, and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption will become due and payable on the date fixed for redemption, and thereafter interest will cease to accrue thereon, whether the Bonds are presented for payment or not.

If the date for payment of the principal of, or interest on this Bond is a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized or required by law or by executive order to close, then the date for such payment will be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which the banking institutions are authorized or required by law to close, and payment will have the same effect as if made on the nominal date for payment.

The School District, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in giving notices, if any, as a convenience to the bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice, and the School District will have no liability of any sort with respect thereto.

No recourse will be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Resolution, against any school board member, officer or employee, past, present or future, of the School District or of any successor body, as such, either directly or through the School District or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such school board members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

The Bonds are issued only in the form of registered bonds without coupons in the denomination of \$5,000 each or any integral multiple thereof. The School District and the Paying Agent will not be required (a) to issue or transfer any bonds during a period beginning at the opening of business on the fifteenth day next preceding any date of selection of bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any bonds which have been selected or called for redemption in whole or in part.

Subject to the provisions described below concerning the book-entry system, this Bond is transferable or exchangeable by the registered owner hereon in person or by his attorney duly authorized in writing at the corporate trust office of the Bond Registrar in Pittsburgh, Pennsylvania, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new bond or bonds of the same maturity and interest rate and of authorized denomination or denominations, for the aggregate principal amount which the registered owner hereof is entitled to receive, will be issued to the transferee in exchange for this Bond. This Bond may be transferred upon the registration books upon delivery to the Bond Registrar of the bond, accompanied by a written instrument or instruments of transfer in form and with guarantee of signatures satisfactory to the Bond Registrar, duly executed by the registered owner of the bond to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the bond, along with the social security number or federal employer identification number of such transferee, and if such transferee is a trust, the name and social security number or federal employer identification number of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. In all cases of transfer of a bond, the Bond Registrar will enter the transfer of ownership on the registration books of the School District and will authenticate and deliver in the name of the transferee or transferees a new, fully registered bond or bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The Bond Registrar may charge the owner of such bonds for every such transfer of a bond in an amount sufficient to reimburse it for any tax, or other governmental charge required to be paid with respect to such transfer and may require that such charge be paid before any such new bond will be delivered.

The School District and the Paying Agent may treat the person in whose name this Bond is registered on the Bond Register as the absolute owner of the Bond for all purposes and neither the School District nor the Paying Agent will be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual Bond certificates evidencing ownership of the Bonds immobilized at the Depository Trust Company, New York, New York (the "Securities Depository"), or its successor as Securities Depository. So long as the Bonds are issued in book-entry form, transfers of beneficial ownership of the Bonds will be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners. The Bonds will be registered in the name of, and the principal, redemption price, and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption price, and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption price, and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The School District and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants.

So long as the Bonds are issued in book-entry form, if less than all of the principal amount of bonds of a particular maturity is to be redeemed, the Securities Depository and its direct and indirect participants will determine by lot, in accordance with their customary practices, the interest of each direct or indirect participant to be redeemed.

If the Bonds are no longer registered to a Securities Depository or its nominee, this Bond may be registered as transferred only upon the registration books kept for that purpose at the corporate trust office of the Bond Registrar as provided above. In addition, if the Bonds are no longer registered to a Securities Depository, this Bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the corporate trust office of the Bond Registrar for equal aggregate principal amount of bonds of the same maturity and in any authorized denomination in the manner, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

It is certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the School District is within every debt or other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the School District has established with the Paying Agent, as Sinking Fund Depositary, a sinking fund for the Bonds and will deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the School District are irrevocably pledged.

This Bond will not be entitled to any benefit under the Resolution nor be valid nor become obligatory for any purpose unless the Certificate of Authentication printed hereon is duly executed.

OPINION

We have acted as Bond Counsel in connection with the issuance by Derry Township School District, Dauphin County, Pennsylvania (the "School District"), of \$_____,000 General Obligation Bonds, Series of 2023 dated _____, 20__ (the "Bonds").

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds are issued in accordance and in compliance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82), ("the Act"), without the assent of the electors, and pursuant to a resolution adopted by the Board of School Directors of the School District on October 10, 2023.
2. The Bonds are valid and binding obligations of the School District.
3. The School District has established with the Paying Agent, as Sinking Fund Depositary, a sinking fund in which it has covenanted to deposit amounts sufficient to pay the principal of and interest on the Bonds as the same become due and payable and, to the extent required, to apply such amounts to such purposes.
4. The School District has further covenanted that, subject to statutory restrictions and limitations, it will include in its budget for each fiscal year in which the Bonds are outstanding, and will appropriate in each such fiscal year, the amount of the debt service on the Bonds for such year, that it will duly and punctually pay or cause to be paid, the principal of and interest on the Bonds at the dates and place and in the manner stated on the Bonds; and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. For purposes of such payments, the School District has covenanted that it will exercise its ad valorem taxing power, within limits provided by law, upon all taxable property within the School District. The Bonds are additionally secured by the "state aid intercept" provisions of Section 633 of the Public School Code of 1949, as amended by Act 150 of 1975.
5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the School District comply with all requirements of the Code, and any regulations promulgated thereunder, that must be satisfied subsequent to the issuance of the Bonds, in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The School District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.
6. Under the laws of the Commonwealth of Pennsylvania as presently enacted and construed, the Bonds and the interest thereon will be free from taxation for state and local purposes within the Commonwealth of Pennsylvania, but this exemption does not extend to gift, estate, succession or inheritance taxes or any other taxes not levied or assessed directly on the Bonds or the interest thereon. Under the laws of the Commonwealth, profits, gains or income derived from the sale, exchange or other disposition of certain government obligations, including the Bonds, may be subject to state and local taxation within the Commonwealth of Pennsylvania.

The rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds.

Very truly yours,

Saxton & Stump, LLC

TRANSFER

FOR VALUE RECEIVED, _____ (“Transferor”), the undersigned, sells, assigns and transfers unto _____ (“Transferee”) (Social Security or Federal Employer Identification Number _____), this Bond and all rights thereunder, and irrevocably constitutes and appoints _____ as attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Notice: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is applied. If the Transferee is a trust, attach names and Social Security or Federal Employer Identification Number of the settler and beneficiaries, the date of the trust and the name of the trustee.

Date: _____

Signature Guarantee:

Bond: Signatures must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized Medallion Signature Guaranty Program

PSBA Leadership Positions up for Election

*Any slated candidate that demonstrates exceptional leadership at the local and state level shall be considered for “endorsement” by the Nominating Committee and the determination shall be noted on the slate of candidates. (PSBA Bylaws, Section 300 – Policy 303)

2024 President-Elect (one-year term)

Allison Mathis*, North Hills School District

My name is Allison Mathis, and I am a candidate for the position of President Elect of the PSBA Governing Board. For the past two years I have served as Vice President of the PSBA Governing Board. I also chair the Bylaws Committee and Platform Committee and assisted in the 2022 Delegate Assembly. Prior to being elected Vice President of the Governing Board, I was a PSBA Sectional Advisor.

I live in Southwestern Pennsylvania, just north of Pittsburgh. I was elected to the North Hills School District Board of Education in 2017 and I have served as North Hills School District Board President since December of 2019. I previously chaired the district’s Education Committee and currently chair the Finance Committee. I am a member of various other district committees as well as an active parent volunteer. I am a dedicated school board member and exhibit professionalism in all circumstances. I also believe I bring this dedication and professionalism to my role on the PSBA Governing Board as Vice President.

Throughout my time on the school board, I have utilized and appreciated the resources, services, support, and expertise that PSBA offers. I truly believe that the support and education PSBA provides makes me a better board member and a better leader.

A graduate of The Johns Hopkins University, my professional background is in project management and communications. I have strong communication and interpersonal skills and enjoy getting to know new people. I am currently employed as a Client Services Manager for a brand and marketing agency in Pittsburgh. I apply for the role of President Elect with no specific agenda, but for to further expand my advocacy for public education, and my involvement in PSBA. It would be my honor to represent the association and continue to champion the mission, vision, and values of PSBA. Thank you for your consideration.

2024 Vice President (one-year term)

Sabrina Backer*, Franklin Area School District

My name is Sabrina Backer and I’m running for Vice-President of PSBA. As an enthusiastic advocate for public education and a deep commitment to serving my community, I believe the role of Vice President is an opportunity for me to make a positive impact on our schools.

First and foremost, education is the foundation of progress and success. It is the key to unlocking the potential within each and every student. As Vice President of PSBA, I will aim to work to ensure that our public-school boards receive the support, resources, and attention they need to provide the best possible education to every child. Together we can create an educational environment that sets our students up for success.

I believe in the power of collaboration. The Vice President of PSBA plays a crucial role in fostering partnerships and I am committed to building strong relationships and facilitating open lines of communication. By bringing together diverse perspectives and ideas, we can create a stronger organization that can serve the unique needs of local boards.

An essential aspect of my candidacy is my dedication to inclusivity and diversity. Our schools should be safe spaces that embrace students from all backgrounds, cultures, and abilities. By assisting boards in championing diversity in our educational institutions, we can prepare our students to thrive in an increasingly interconnected world. I firmly believe that effective leadership is rooted in integrity and transparency. If elected as Vice President, I will uphold these principles. I will work collaboratively to make informed decisions that prioritize the best interests of local boards.

I am running for Vice President as PSBA because I am passionate about public education and dedicated to making a difference in the lives of students. I humbly ask for your support and the opportunity to serve as your Vice President.

2024-2026 PSBA Treasurer (three-year term)

Karen Beck Pooley*, Bethlehem Area School District

My name is Karen Beck Pooley. I'm a school director with the Bethlehem Area School District – currently running for my third term – and a member of Pennsylvanians for Fair Funding, BASD Proud Parents, our district's parent engagement and advocacy arm, and the Sectional Advisor in our area for PSBA. I'm in all of these roles because of how essential I feel public schools are to our communities and to our children: they are the biggest and most important investment we collectively make in both. Our public schools ground and build wealth for our communities, and they connect our children to countless opportunities – they are a vital pathway to upward mobility.

Advocating for BASD students and taxpayers has been a big part of my work on our board – and I've spent considerable time meeting with state reps about state-level education policy, pending legislation, and all the positive things going on in our district. I've built relationships, too, with school directors from across the state as part of this advocacy work, particularly work focused on increasing state support for our schools and ensuring that support is equitably distributed.

Beyond that, I'm proud to chair our board's Facilities Committee and to represent our board on Northampton Community College's own board. I've worked to integrate our school district into local community engagement and neighborhood planning efforts, and I also sit on the boards of both Bethlehem-based and regional nonprofit organizations.

I would be very excited to take on this new position as PSBA's Treasurer, something I see building on my role as a PSBA Sectional Advisor as well as my other advocacy work. I should share that my professional background is not in finance or accounting – I have a PhD in City Planning and am a Professor of Practice of Political Science at Lehigh University and the Director of Research and Analytics at czb LLC (an urban planning and neighborhood development consulting firm). However, I am more than comfortable developing and reviewing budgets, something I've done as a school director, at work, and in my roles on various boards.

Thank you so much your consideration and your vote.

2024-2026 Western Zone Representative (three-year term) (Only Western Sections vote)

Marsha Pleta*, Washington School District

Marsha Pleta has served as school director for the Washington School District (Washington Co.) for 18 years, and has held the positions of treasurer, vice president and president. She has served as PSBA liaison, Section 5 advisor and on the Legislative Advisory Committee as a voice for public education at the community, state and federal levels. She also served on the PSBA Leadership Development Committee, Delegate Assembly Committee, at PSBA Advocacy Day,

Board Presidents Panel, and was a panelist at the PASA-PSBA School Leadership Conference discussing issues and concerns that affect urban school districts. Once a small-business owner, Pleta started The Grand Victorian, a full-service floral and elegant gift shop until she sold her business to focus on her three sons and became involved in public education. She served as Teleflora president for western Pennsylvania, vice president of Zonta International and vice president of Professional Business Women. When faced with a major health issue, she sold her business and became involved in public education. Most recently, Pleta opened The Prexie Center, a youth center in the high school.

2024-2025 Section W3 Advisor (two-year term) (Only Section W-3 vote)

Erik Meredith*, East Allegheny School District

I am Erik Meredith, the W-3 Section Advisor, covering Allegheny and Westmoreland Counties. I was elected to the East Allegheny School District Board of School Directors in November 2021 and sworn in for my first term in December 2021. In addition, I also serve on the Joint Operating Committee for Forbes Road Career and Technology Center as the representative for the East Allegheny School District.

My career is also in education, as a professional educator for over 14 years. I am a second grade teacher for the Woodland Hills School District as well as the Facilitator for the Woodland Hills Online Academy, managing the district virtual educational program. In addition, I am also a Virtual Course Facilitator for the Allegheny Intermediate Unit, Waterfront Learning. At the Woodland Hills School District, I am also a building representative for the Woodland Hills Education Association, representing the professional staff members.

Soccer is also a passion of mine. I have been the head boys' soccer coach for the Woodland Hills School District since 2019, in addition to being a volunteer soccer coach for Penn-Trafford Soccer Club and previously with East Allegheny Soccer. I am also a member of the Penn-Trafford Soccer Club Board of Directors as the Publicity Director, managing communication and social media for the club.

I am looking forward to hopefully continue serving Section W-3 and all the members in that section.

PSBA Insurance Trustees

Member entities also are asked to vote for open trustee positions on the PSBA Insurance board. PSBA Insurance provides complimentary travel/accident insurance to all school directors from member school entities while on official school board business. As such, all member entities are considered participants in PSBA Insurance programs and are eligible to vote.

Trustee (term ends Dec. 31, 2026) – Includes two candidates (three-year term)

Choose up to two candidates for a three-year term.

Marianne Neel

Michael Faccinetto

School Board Secretaries Forum

(Only school board secretaries may nominate and vote for the forum officers.)

Forum Steering Committee (term ends Dec. 31, 2025) – (two-year term)

Choose up to three individuals for a two-year term

Bethanne Zeigler, Shikellamy School District

I have been employed by the Shikellamy School District since 1997. In 2001 I began and continue serving as the Secretary to the Superintendent/Supervisor of Educational Secretaries and Board Recording Secretary. In 2014 & 2018, I served as President of the State Association's Pennsylvania School Board Association's affiliate's – DSBSA. I served as Chairman of PSBA's School Board Secretaries Forum for several years. I also served as Chairman of the PSBA Advisory Council for several years. I am a 2005 graduate of Leadership Susquehanna Valley. In my spare time, I serve as Head Cheerleading Coach for Susquehanna University. My husband and I are both passionate about our community and believe it is important to give back whenever we can to a community that helped make us what we are today.

Betsy Gates, Dauphin County Technical School

I have been with DCTS for almost three years. I began as the Special Education Secretary. I was then asked to be the Assistant Board Secretary which I have been for a year and a half. In September, I will be taking on the role of Board Secretary. I have worked in the Administrative field for over twenty years. Sixteen years with a National Non-Profit, then the medical field before my journey brought me to education.

JaimeLynn Zimerofsky, Schuylkill IU 29

Jaime works at the Schuylkill Intermediate Unit 29 as the Executive/Board Secretary in the Administrative/Executive Office. She has been employed at the IU since September 2006 starting in the Special Education Office. In July 2016, Jaime, transitioned to her current role which duties include Board Secretary for both the Schuylkill Intermediate Unit and Schuylkill Technology Center Boards of Directors.

Jaime is married to her high school sweetheart, Adam, for 19 years and the share two “busy” boys who love playing soccer and basketball.

In response as to why she would like to be nominated to this committee: “When I first started in the position of Board Secretary this group and conference was an invaluable resource to me. I would be honored if given the opportunity to continue to give back to the group and support fellow board secretaries.”

Jennifer Davidson, Manheim Township School District

Jennifer Davidson is an Executive Secretary to the Superintendent and School Board Secretary for Manheim Township School District. She has provided support in both roles for 16 years. She has served on the PSBA School Board Secretary Forum Committee for four years, with this past year as the Chair of the Committee. She enjoys collaborating with other School Board Secretaries throughout PA by speaking at state conferences and presenting during the PSBA School Board Secretary Exchange Meetings on topics such as creating minutes, Right-to-Know, Sunshine Act, Roberts' Rules of Order, Functions of a Board Secretary, and everything in between!

She and her husband Brian have four children. An active volunteer in Lancaster County, she and her daughter work year round to provide care kits to local domestic violence shelters.

All-in! NEWSLETTER



CAIU Board of Directors

Jean Rice, *President*
Judith Crocenzi, *Vice President*
David Barder
Richard Bradley
Paula Bussard
Scott Campbell
Alyssa Eichelberger
Melanie Gurguiolo
Barbara Geistwhite
Dennis Helm
Jaime Johnsen
John Kaschak
Lindsay Koch
Phillip Lehman
Jason Miller
Patrick Shull
William Swanson
Ford Thompson
Micheal Wanner

CAIU Executive Team

Dr. Andria Saia
Executive Director

Dr. Kevin Roberts
Assistant 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

Inside this issue

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Have Launched
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and Business Collaboration
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Trainings and Events



Front cover photo: (Pictured from left to right) Jen Krause, Jennifer Sciacca, Dr. Andria Saia, and Dr. Sybil Knight-Burney at the CAPT Kick-Off Event on August 17

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 October All-In: Friday, September 29

All-in! NEWSLETTER

Executive Director Report
All-In! Newsletter
September 2023
2023-2024, Issue 3
©Capital Area Intermediate Unit



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Please like us on social media!



The Ingredients of Belonging



Andria Saia

Dr. Andria Saia (she/her/hers)
Executive Director

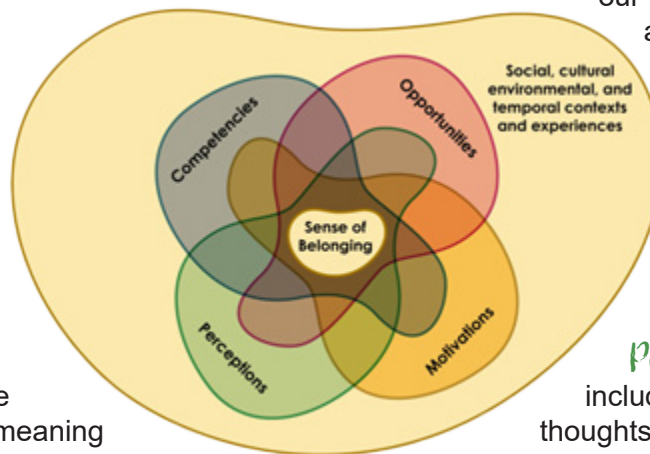
The work we are engaging in around belonging is likely the most important work we can do. I feel strongly that it is a game-changer for education, where we are struggling with the mental wellness needs of students, seemingly inexplicable violence, and a desperate need for meaningful connection in a world where social media is a poor, but ubiquitous, substitute. Belonging is a “you know it when you feel it,” but otherwise often fleeting sensation. More often we know we are missing it, when, as author Zadie Smith describes, it feels like a giant game of musical chairs, and you are left with nowhere to sit.

A recent meta-analysis of belonging research led authors to identify several crucial components that are part of the social systems around us: Competencies, opportunities, motivations, and perceptions. The good news is these components are influenceable and can be fostered and strengthened, meaning we can absolutely make a difference for ourselves and others.

Competencies for belonging refers to a group of skills and abilities that are needed to connect and experience belonging. The ability of individuals to relate to others, connect with their cultural heritage, form a sense of identity, and connect to school and other places are all made possible by their skills. These competencies also support people in identifying and meeting social norms, as well as with cultural values and the ability to demonstrate respect to a particular place. These skills include the ability to regulate one's emotions, resolve conflict, and demonstrate empathy and kindness. We sometimes refer to these skills as “soft skills.”

Opportunities to belong include the availability of groups, individuals, places, times, and spaces in which belonging may occur. Is a person joining groups or engaging with others? Hobbies, sports, recreation, and chances to learn are all opportunities to belong. The ability we have to connect with people is meaningless if there are no opportunities to connect.

Motivation to belong refers to the desire or want to belong. At a core level, as a human being, we are hard-wired with the need to belong, and yet our motivation to act, like taking advantage of opportunities to belong, vary among individuals and throughout our lives. We may want to belong but do not have the motivation because of individual characteristics and the context that our individual lives reflect.



Perceptions of belonging include an individual's personal thoughts and feelings about their experiences of belonging. An individual may have abilities, opportunities, and the motivation to belong yet feel like their belonging needs are not met. Consciously or unconsciously, most people determine whether they belong or fit in with others around them all the time. In this instance, we may not feel like we belong, so we withdraw, which compounds the lack of belonging. Often the first feelings of belonging we need are paradoxically those that we need to find within ourselves.

Ultimately, belonging is being with and relating to ourselves and others, and even to the world around us. We can influence this relationship for ourselves and others, making ours a place where everyone can feel they belong. 🍏

The Capital Area Pathways to Teaching Have Launched



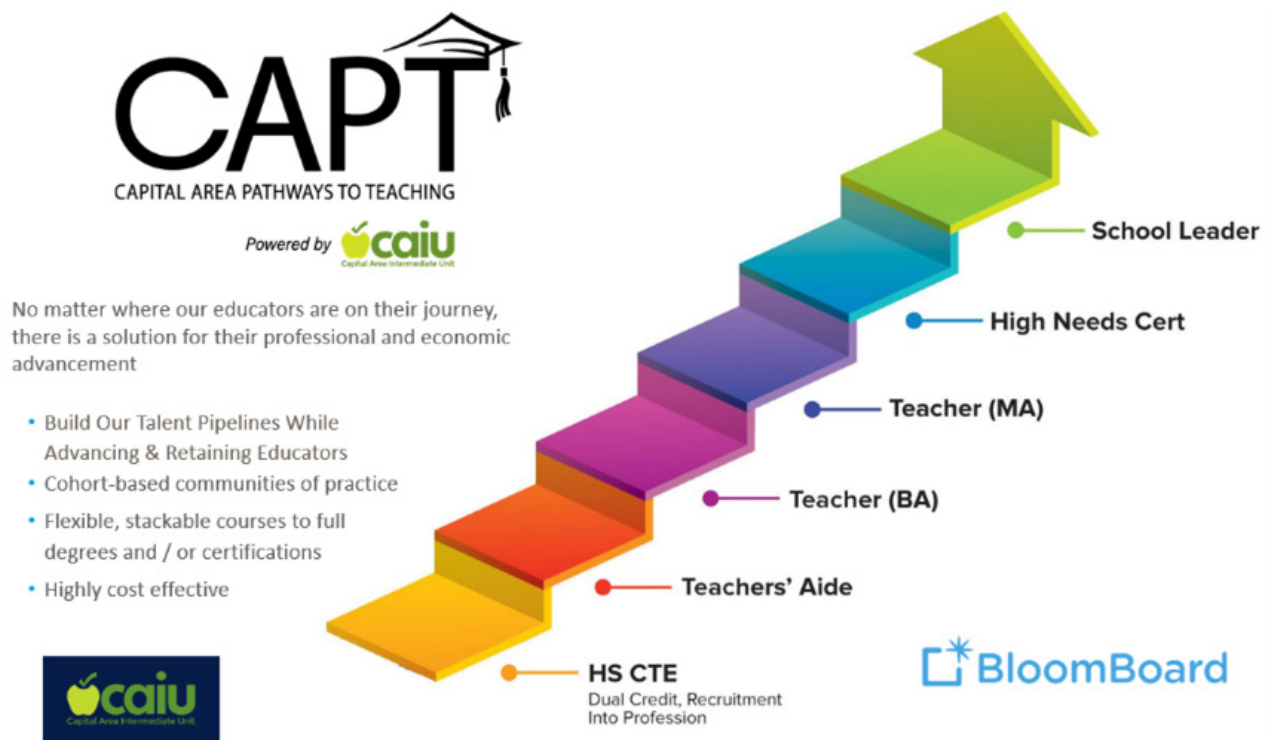
By Dr. Andria Saia, Executive Director

The Capital Area Pathways to Teaching (CAPT) have launched and I am so excited to tell you about the new opportunities!

Why create something new? The statistics around new educators joining the ranks of our teachers are daunting: Just slightly **more than 4,000 teaching certificates issued in 2022; down from more than 16,000 a decade ago**. At the same time, **more than 20,000 emergency certificates were issued to fill the gap**. Quoting Albert Einstein, “We cannot solve our problems with the same thinking we used when we created them,” so now is the time for an innovative solution.

“We cannot solve our problems with the same thinking we used when we created them.”

Meeting the needs of schools for teaching staff means understanding the issue. The teacher workforce is considered hyper-local, meaning that teachers generally work within 15 miles of their home. This requires that the solution be hyper-local as well. There is no more local an answer to the teacher shortage than looking to the support staff who already work within our schools, however, just tapping our paraprofessionals to be teachers isn't enough. If the traditional pathway met the needs of our paraprofessionals who want to become teachers, they already would be on their path. Our innovative solution must also address the barriers to accessing a career in teaching. According to the research and the survey of more than 500 paraprofessionals, the two greatest barriers were time and money. CAPT seeks to provide programs that are designed as the ultimate life hack, allowing staff to upskill their careers while getting paid! The program is also cost-effective to districts, costing less than any other traditional program. We have partnered with BloomBoard, several higher education institutions and school districts, as well as two other Intermediate Units to create a pathway to teaching for any paraprofessional, no matter where they are starting from. 🍏





First Pathway: Associate's Degree (AA)

Designed for those who have not yet earned a post-secondary degree The AA will take practicing paraprofessionals with some or no college credits and provide them with the pathway to a 62-credit degree in Early Childhood and Elementary Education. This program is delivered in a mix of competency-based courses and virtual synchronous/asynchronous classes. We have partnered with HACC to make this first step towards a degree and teaching certification a possibility. This program can be completed in two years or less and is funded by the employer.



Second Pathway: Bachelor's Degree (TAP)

Also known as the Teacher Apprenticeship Program, this pathway provides practicing paraprofessionals (with an Associate's degree) the opportunity to earn college credit, which can lead to a fully-accredited Bachelor's Degree in Elementary Education or Special Education and ultimately teacher licensure in Pennsylvania. Participants will complete 20 skills-based courses (60 credit hours) while working in a classroom. This learn-by-doing program is designed for current paraprofessionals with regular access to students. Participants will be required to create artifacts from their classroom practice and upload them to the platform for assessment. This program can be completed in two years or less and is funded by the employer.



Third Pathway: Initial Teaching Certification and/or Master's Degree

Designed for educators currently teaching with a Bachelor's degree in a field other than education, this program provides the opportunity for them to earn an initial teaching certification and/or a Master's degree in an education related field, all while working in a classroom. Participants must have regular access to students and will be required to create artifacts from their classroom practice and upload them to the platform for assessment. This program can be completed in 12-18 months and is funded by the employer.

What's Next?

As you can tell by the steps, we have plans to expand! The next anticipated pathway is one for students that will allow interested high school students the ability to start their Associate's Degree in Early/Elementary Education while they are still in high school. This program will also include a work based learning experience in which these students will work as paraprofessionals in their districts and get paid to practice what they are learning. This way we will continue to have a pool of paraprofessionals as they become certified teachers.

What Else?

Masters in Curriculum and Instruction courses for use in induction. New teachers requiring induction will earn the credits they need for level II certification as a part of induction in participating districts. More details to come.

Anything Else?

Heck yeah! Through this partnership, we can support staff seeking leadership certifications in a work-embedded, competency-based model as well. From high school student to leader, we can provide an efficient, cost effective pathway for staff to upskill their careers in education. And this is only the start!

Interested in Learning More About One of These Pathways?

Scan the QR code to learn more.





Making It Easier To Do Business With Us

The Synergy of Human Resources and Business Collaboration

Blake Wise

Manager of Human Resources

Daren Moran

Director of Business and Operations

In today's fast-paced and dynamic education landscape, successful organizations recognize the paramount importance of a harmonious collaboration between their human resources (HR) department and core business functions. This strategic partnership not only streamlines operations but also enhances the overall efficiency and effectiveness of the business. By aligning HR practices with business practices, educational entities can create an environment conducive to achieving long-term success. At the CAIU, we have a strategic goal to make it easier to do business with us. The HR and Business Teams took this goal and ran with it in 2023.

Efforts to simplify doing business extend beyond external operations. Collaborative HR-Business efforts also focus on internal functions, such as employee development, retention, and efficient systems. When all of these are aligned, our staff should be able to focus on providing innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership to help them be great.

A compensation management tool was the first system identified to help address our recruitment and retention goals. The idea is to ensure that we are paying a fair wage for the work being performed within our regional market in similar roles. We started by taking a look at our job descriptions to make sure they included an accurate reflection of the duties being performed as well as the education experience required to be successful. Then we found Payfactors, a system that curates salary survey and job description data from hundreds of sources and allows us to compare apples to apples information related to our salary ranges. The ability to refresh this data on an annual basis will ensure that we are keeping pace with market pay trends, providing our staff with confidence that we value their contributions, and retaining top talent to provide exceptional service to our member districts.

The next system we tackled was our Human Resources Information System (HRIS), which includes functions such as payroll, benefits, recruitment, and time & attendance.

We discovered that our systems were fractured and did not communicate with each other creating enormous amounts of manual keying and calculations, all of which can lead to errors. The goal was to find an all-in-one solution that would help automate both business and Human Resources functions. That solution is Paycom. While still in the early stages of implementation, Paycom will allow for a smoother onboarding process of new hires, online annual benefit enrollment, electronic submission of supplemental work hours as well as administrative efficiencies in the way of tax submission, Affordable Care Act Compliance, and employee benefit communication with our carriers.

The Business Team had the opportunity to speak at the opening day for both school age and early intervention teams about the new process for submitting reimbursements. The implementation of Informedk12 will make the submission of many CAIU forms quicker and easier for everyone involved. You will no longer have to attach the forms to an email and then forward to your supervisor and be curious about the status of the submission. You will now be able to check the approval status of your form online using a custom link that will be emailed to you after you submit your form. The new forms allow for approvals to be done online which will speed up the time it takes to process your request.

The Business Team will continue to look at utilizing Informedk12 to streamline form processing. As of this article, we have the employee reimbursement, purchase requisition, college credit approval, college credit reimbursement, request for invoice, and independent provider payment and reimbursement ready for submittal in the new system.

The collaboration between human resources and business is a cornerstone of streamlined operations and sustained success.

The collaboration between human resources and business is a cornerstone of streamlined operations and sustained success. By working together to align strategies, objectives, and practices, these two integral functions pave the way for a harmonious and productive work environment. The outcomes of such collaboration include a skilled and motivated workforce, efficient business processes, and a culture of innovation. As education entities continue to navigate an ever-evolving landscape, the synergistic relationship between HR and business is indispensable in making it easier to do business and achieving lasting growth. 🍏



Dolly Parton's Imagination Library

We are so excited to announce the opening of the Dolly Parton Imagination Library for children living in Dauphin and Perry Counties.

The Capital Area Intermediate Unit, through one of its non-profits, the Center of Advanced School Teaching and Learning (CASTL), has partnered with Catherine Hershey Schools for Early Learning (CHS) to bring our vision of Dolly Parton's Imagination Library to life. Like the CAIU, CHS is focused on building strong educational foundations to pave the way for lifelong success. They serve children from six weeks to age 5 by providing weekday education and care while connecting families with the resources they need to succeed—with all costs covered. CHS Hershey welcomes 150 children this Fall and CHS Harrisburg will open in 2024. For more information, visit chslearn.org.



Catherine
Hershey
Schools
for early learning

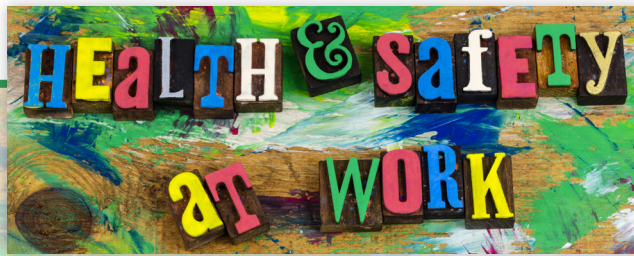


The Dolly Parton's Imagination Library is a **free book gifting program** that sends all children aged birth to 5, a free book, monthly.

All you have to do is sign up here:

SIGN UP

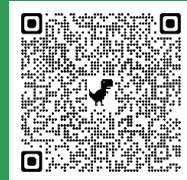
Looking ahead, CASTL's goal is to expand our coverage and open Dolly Parton's Imagination Library in Cumberland and Northern York Counties. **Do you want to support us in this effort?** Please visit caiu.org (click on the Community tab and find the CASTL page).



Points2Ponder

- ▶ How do you define Situational Awareness?
- ▶ How does it play a role in your day-to-day work?
- ▶ How do you apply it in situations where safety may be compromised?

Scan the QR code to learn more!



REFER FAMILY
OR A FRIEND

FOR AVAILABLE POSITIONS VISIT
[WWW.CAIU.ORG/EMPLOYMENT](https://www.caiu.org/employment)

AND WE'LL
PAY YOU **\$250***

* YOU WILL RECEIVE A **\$250.00 AMAZON GIFT CARD** AFTER
THE NEW EMPLOYEE HAS BEEN SUCCESSFULLY ONBOARDED.



**CLICK HERE
FOR DETAILS**

Mission Moments



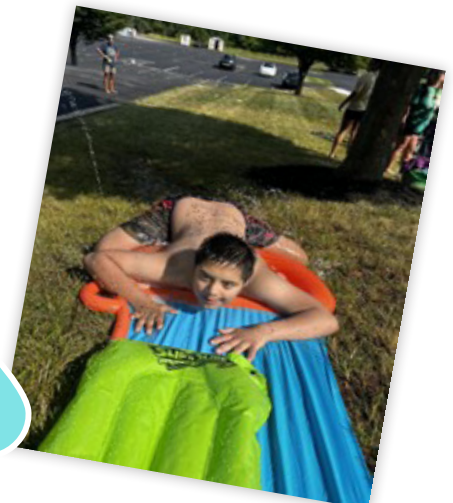
The Autism and MDS teams worked together on a beginning of the year team building activity building cup towers. This activity helps to build skills such as *encouragement, leadership, and communication*, which were keys to success as the teams worked toward a common goal.

They will need to rely on these important skills throughout the year as the challenges become more difficult and complex.



Extended School Year Was *A Blast!*

Students celebrated the end of ESY with some fun in the sun and a little water.



Welcome *New Hires!*



Heather Bravener is a School Psychologist. She has seen Daughtry in concert 11 times with her mother and sister.



Nicole Bryan is a PCA at Hill Top Academy. She is a CNA, twin, and Gemini.



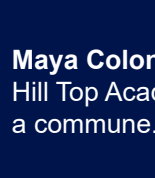
Natalie Buffington is an EPP at Northern Christian. She loves the beach.



Madyson Burkey is an EPP at Hill Top Academy. She is from Colorado.



Brianna Cekovic is a PCA at Hill Top Academy. She is a mother of 2 kids.



Maya Colonna is a Social Worker at Hill Top Academy. She was born on a commune.



Allison Conrad is an ESL Teacher. She recently moved back to the area from Bogota, Columbia.



Jesse Cristoforo is an EPP at Conewago. He has had his poetry published.



Katelyn DeCarlo is an Occupational Therapist. She has 2 children and 2 dogs.

Rebecca Guzzo is an EPP at Conewago. She has lived in 4 different states - PA, AZ, NC, and TX.



Alison Hall is a School Psychologist at various locations. She has 2 children and a fox red lab named Gryffin.



Ashley Hoppes is an EPP at Middle Paxton Elementary. She loves to ski.



Alyse Hunt is a Teacher at CAELC. She is a twin.



Wynter Jones is an Educational Consultant at the Enola office. She loves going to the beach with her family.



Deborah Kearns is a Social Worker. She hiked through Nepal/Everest Region with her husband, Mark, and adult son, Kyle.



Training and 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 [Events & Conference](#) page often to see what opportunities are available to you!

Here are some of our upcoming trainings:

10/11/2023 - [ELD Networking \(Virtual\)](#)
Audience: Any educator of Multilingual Learners

10/16/2023 to 1/23/2024 - [Classroom Management Support Plan: Creating a Positive and Engaging Learning Environment](#)
Audience: District Coaches, Principals, Teachers

10/19/2023 to 3/5/2024 - [LETRS for Administrators](#)
Audience: Administrators - Central Admin and Building Principals

10/24/2023 - [CAPT Mentor Network - September and October Cohorts](#)
Audience: CAPT Mentors

10/26/2023 - [Instructional Technology Collaboration \(ITC\)](#)
Audience: Instructional Technology Specialists, Coaches and Integrators, STEM teachers, Media Specialist/ Librarians or anyone involved in Instructional Technology at a district or school level

Check out CAIU Service Projects and Forms here!



Lauren Lane is an EPP at Conewago. She loves to travel.



Dakota "Cody" Miller is an ESL Teacher. She lived in Chile during college.



Brandi Mitterling is an EPP at Northern Christian. She lives with her husband and 3 children.



Tishania Mosley is a PCA at Hill Top Academy. She enjoys/ loves children.



Grant Page is an EPP at Hill Top Academy. He is great with technology.



Amanda Pendleton is an Educational Consultant at the Enola office. She loves to travel. She lived and worked in Paris, France for 3 years and has been to all but 1 continent.



Maggie Read is an EPP at Middle Paxton Elementary. She is a licensed Esthetician.



Nancy Rhoades is a School Psychologist. She is a 1st generation U.S. citizen.



Trista Rhoads is a S/L Pathologist at Hershey Primary. She's getting married in January.



Amanda Sickler is an EPP at Northern Christian. She has lived in 3 different countries and taught in 2.



Cassidy Smith is a S/L Pathologist at West Shore. She rides horses.



Claire Smith is a LTS School Counselor. She was on the Regis and Kelly talk show for her 13th birthday.



Jennifer Sturtevant is a S/L Pathologist at the Enola office. She loves to cook.



Kyla Sullivan is a Floater Teacher at Hill Top Academy. She plays 6 instruments.



Sierra Trunick is a MHW at Hill Top Academy. She has 2 guinea pigs named Pretzel and Nugget.

YOU'RE *one of* US NOW

Compliment Corner!

#ChangingLives

Here at CAIU we like to brighten someone's day with a compliment. CAIU Compliments is a Capital Area Intermediate Unit initiative that allows CAIU staff the opportunity to share words of thanks, tout successes, or tell a story about what makes us great as an organization, our people.

#Dedication

Kate Klopp, Inclusion Consultant

Kate constantly goes above and beyond during the work day as well as preparing materials and researching effective strategies on weekends and in the evenings. She is a constant source of strength, calm, organization, and knowledge. Recently, she has agreed to teach an Early Childhood Specialized Classroom on top of her already crowded schedule. We are so fortunate to have her in our program.

- Jamie Gordon, Behavior Consultant



SAVE THE DATE!

JOIN US in doing all the good we can for those we serve.



Fall fest

A Fun Family Event!

October 28, 2023 11am-3pm
55 Miller Street, Enola, PA

A **FREE** family-friendly event to celebrate our staff, families, and community. All proceeds benefit **Champions for Children**.
Come dressed in your favorite costume and be part of our trunk-or-treat costume parade! All activities are free, and food can be purchased from food trucks.

Balloon
Artist

DJ Music

Face
Painting

Flea Market
& Crafts

Food
Trucks

Goat
Petting

Inflatable
Activities

Pumpkin
Painting

Trunk-or-Treat

The Capital Area Intermediate Unit provides expertise in the development, coordination, and delivery of a diverse array of services and educational programs for children in Cumberland, Dauphin, Perry and Northern York Counties.

Capital Area Intermediate Unit
717.732.8400 | info@caiu.org



 **No Rain Date**

CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **September 28, 2023** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

***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 life-changing outcomes in the Capital Area. #ChangingLives*

REPORTS/UPDATES

➤ CAIU Team Reports/Updates:

- **Dr. Andrew McCrea, Director of Student Services**, shared that although his team continues to experience some staffing issues, programming is off to a good start. Dr. McCrea shared an overview of the monthly Special Education Advisory Council (SEAC) meetings. The IU works collaboratively on a regional level to share information from PDE, highlight our services provided, offer professional development opportunities (oftentimes on special education legal issues) to the SEAC group. Foci areas were: 1) recent policy change that permits students with a disability that are 21 years of age to remain in school an additional year. 2) form change required for compliance monitoring/auditing.
- **Len Kapp, Supervisor of Operations & Transportation**, reported that transportation continues to be a challenge and we are still experiencing a shortage in drivers. Operations report: CAIU Operation's team utilizes a software system called Upkeep where staff's work requests are submitted and processed online resulting in efficiencies. Last year, there were approximately 1800 requests. Safety report: Len has been working closely with our new Safety Coordinator, Jeremy Freeland, on several safety and security initiatives. Last week, they met at the Early Learning Center to perform a risk and vulnerability assessment.
- **Blake Wise, Human Resources Manager**, provided an update on recruitment efforts. Our next step with Paycom is to roll out an online recruitment platform. Currently, it is in the testing phase. We will be scheduling trainings with our supervisors in October. Full transition to the new platform must happen by mid-November as the contract ends with Frontline. The HR Advisory Council met last Thursday and Blake provided a Paycom update to the group. In addition, Pat Metcalf from ASCEND attended and presented on how ASCEND can help with recruitment of staff, particularly paraprofessionals. He talked about a new idea to provide a level of training and knowledge prior to coming to the IU or district. The Payfactor salary analysis resulted in a final adjustment of \$234,000 which included any outstanding new hires. The Act 93 group met last week. We will proactively continue to have ongoing communication in anticipation of a new contract in 2025.
- **Maria Hoover, Director of Educational Services**, reported that the Curriculum Advisory Council (CAC) group met last week. Attendance was great and the discussion was focused on the needs of the districts such as: curriculum, curriculum cycles, and Science STEELS Standards. The CAC conference, *Literacy and Justice For All*, will be held in Bethlehem and the topics will be around Structured Literacy and the Science of

Reading. In addition, we are offering a Multi-tiered system of support (MTSS) Cohort Series. There are four cohorts: district central office, novice MTSS Leadership, MTSS Leadership Team Refinement, and Secondary MTSS Leadership. On November 6, 2023 from 3:30pm – 7:15pm there is a Career-Ready Symposium. We are working with Partnership for Career Development (PCD) and several participating school districts. Dr. Kevin Fleming is the Keynote speaker. The symposium is for participating school district personnel such as administration, counselors, and teachers. In addition, we are currently offering a wide variety of various other professional development opportunities.

- **Daren Moran, Director of Business**, reported on the Capital Area Business Managers meeting last week. It was very well attended. The CAIU Technology team set up a shared site for the group to connect and share solutions, ideas, etc. on a virtual platform. We recently had a program review of the IDEA program. The CAIU business office manages approximately \$22,000,000 of IDEA funds from the government that are passed down to the state level then to the IUs that we then flow to the school districts and charter schools. We are responsible for ensuring that the districts and charter schools manage these funds appropriately. We are very proud that we received a very good report. Next week our yearly audit will begin. In addition, Daren reported on a new program, Informed K12, that was implemented to replace manual paperwork and processes with a more efficient virtual process. We are currently using Informed K12 for 10 forms/processes including reimbursement forms, pcard approval, college reimbursements, and request for invoices. It has worked so well that he will share at a future business manager's meeting.
 - **Dr. Kevin Roberts, Assistant Executive Director**, reported on the Superintendent's Advisory Council (SAC) monthly meetings where we share important information, build capacity, and network with our superintendents. We recently built a learning series that has been incorporated into our monthly meetings and annual conferences around the Ten Pillars of Superintendent's Leadership. The response has been very positive and our superintendents will be presenting and facilitating conversations on the monthly topics. Safety/Security Report: Dr. Roberts and Jeremy Freeland, Safety Coordinator, have been working in tandem with our technology team to create a safety and security vulnerability assessment to help support and implement safeguards to protect the IU and our districts. In addition, the team is working to create an Emergency Operations Manual, a blueprint of standard protocols, if an attack happens.
 - **Dr. Andria Saia, Executive Director**, shared some highlights from the *All In!* newsletter and Executive Director's report. The front cover of the All In is a photo taken from the Capital Area Pathways to Teaching (CAPT) Kick-Off event that was held on August 17. There are several opportunities for us to schedule a board visit to the CAIU Early Learning Center: On 10/31/23 in the morning they are having a Trunk or Treat event that we could visit or immediately following the November 16 meeting to read to children as part of American Education Week, Educator for a Day. Please note we will be holding a special breakfast prior to our November Board meeting as a thank you to those long time members that are leaving. Next month, Dr. Saia will present her Executive Director's goals to the Board.
- **CAIU 2023-24 Strategic Plan.** Dr. Roberts shared a draft 2023-24 CAIU Strategic plan and provided an overview. This summer, the CAIU Leadership engaged in an analysis of the plan which resulted in several additional action steps and strategies to help accomplish our goals. These will be our focus areas for 23-24 and are indicated in italics on the plan. He outlined our goal implementation and accountability strategies. Click [HERE](#) for the PowerPoint and 23-24 Strategic Plan.

APPROVED ACTION ITEMS

- **Approval of Minutes – August 24, 2023**
- **Treasurer's Report for August 2023** – a total of \$14,715,127.07 in receipts and \$11,412,473.86 in expenses.
- **Payment of Bills – August 2023**
- **Summary of Operations for June 2023 (as of 9/15/23)** showing revenues of \$133,759,117.91 and \$133,644,490.08 in expenses.
- **Summary of Operations for August 2023** showing revenues of \$11,417,040.12 and \$10,038,988.37 in expenses.
- **Budget Administration**
 - Proposed 2023-24 Original Budget - Title III, Part A - English Language Acquisition
- **Other Business Items**
 - Contracts - September 2023
 - Discussion and Vote on 2024 PSBA Officer Candidates
 - 2024 President-Elect (one-year term) - Allison Mathis, North Hills School District
 - 2024 Vice President (one-year term) - Sabrina Backer, Franklin Area School District
 - 2024-2026 PSBA Treasurer (three-year term) - Karen Beck Pooley, Bethlehem Area School District
 - PSBA Insurance Trustees (term ends Dec. 31, 2026) – Includes two candidates (three-year term): Marianne Neel and Michael Faccinetto
 - Appointment of Capital Area Intermediate Unit School Board Resolution to Appoint Trustees to the South Central Trust for a one-year term of 7/1/23 - 6/30/24
- **Policies & Programs**
 - First Reading, Revised Policy #251 - Students Experiencing Homelessness/Ed Instability
 - Deletion of Policy #216.1 - Ed Records Confidentiality – Preschool - *CAIU's Current Policy 216.1 - Ed Records Confidentiality - Preschool (not to be confused with the newly proposed one below) focused on Educational Confidential Records – CAIU Preschool. This policy overlaps heavily with our Policy 216 – Student Records and Policy 800 – Records Retention and Destruction. In addition, New Policy 113.5 describes EI and therefore, we no longer need our existing policy 216.1. With that, we propose to retire our old Policy 216.1 and adopt Policy 113.5.*
 - First Reading, New Policy #113.5 - Early Intervention
 - First Reading, New Policy #216.1 - Supplemental Discipline Records
- **Job Descriptions**
 - First Reading, New Position Description - Application Support Manager
- **Personnel Items**
 - See attached Personnel report

EXECUTIVE DIRECTOR'S REPORT

- Click [HERE](#) for the *All In* Executive Director's Report.

PRESIDENT'S REPORT

- Jean Rice thanked the Board for their attendance.

UPCOMING MEETINGS:

- **Next CAIU Board Meeting: Thursday, October 26, 2023 8:00 a.m., Board Room, CAIU Enola Office.**

2023-2024 Capital Area Intermediate Unit Board Meeting Dates

Regular meetings are held in person in the Board Room of our Enola Office Center, 55 Miller Street, Enola, PA, 17025 and posted on our website, at www.caiu.org.

Time of Meetings: 8:00 a.m.

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|---------------------|---|
| ○ October 26, 2023 | ○ March 21, 2024 |
| ○ November 16, 2023 | ○ April 25, 2024 |
| ○ December 14, 2023 | ○ May 23, 2024 |
| ○ January 25, 2024 | ○ June 27, 2024 <i>Reorganization Meeting</i> |
| ○ February 22, 2024 | |

September 28, 2023 APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **ELIZABETH CHIDO**, Speech and Language Pathologist, Early Intervention Program, effective July 27, 2023. Reason: Personal.
- **RACHEL DEGRANGE**, Program Assistant, CAOLA Program, effective September 22, 2023. Reason: Personal.
- **ERIN ELLISON**, Teacher, Deaf and Hard of Hearing Program, effective November 10, 2023. Reason: Personal.
- **CLEMENT JOHNSON**, Personal Care Assistant, Autism Support Program, effective June 8, 2023. Reason: Personal.
- **TRISTESSA MOORE**, Personal Care Assistant, Emotional Support Program, effective September 22, 2023. Reason: Personal.
- **JODI OFFUTT**, Account Manager, CAOLA Program, effective August 25, 2023. Reason: Personal.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **MOLLY ATKINSON**, Professional, effective date to be determined. Assignment: Teacher, Hospital Program with base salary of Masters, Step 10, \$65,892 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Hospital budget.
- **SEAN LETTERLOUGH-BROWN**, Paraeducator, effective date to be determined. Assignment: Mental Health Worker, Student Services Team with base salary of MHW Bachelors, Step 3, \$34,749 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the School-Age Access budget.
- **TEYONA CANNADAY**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Center Point/Diakon Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Diakon budget.
- **TROY DEWITT**, Network Engineer, Technology Team, effective date to be determined. Base salary of \$74,100 for 260 days of service will both be prorated based on the number of days worked through June 30, 2024. This is a replacement position funded through the Network Services budget. Experience: 4 years and 8 months of similar or related experience.
- **ALEXIS DEVOR**, Intern, Early Intervention Program, effective date to be determined until May 31, 2024. Hourly rate will be \$15.00. This is a temporary intern position funded through the MAWA budget.

- **LUCINDA GLINN**, Paraeducator, effective date September 12, 2023. Assignment: Educational Paraprofessional, Emotional Support Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated for a total of 172 days with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **JOSEPH GUTY**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Emotional Support Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **DOREEN HAND**, Professional, effective date to be determined. Assignment: Physical Therapist, OT/PT Program with base salary of Masters+60, Step 14, \$80,048 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a new position funded through the OT/PT budget.
- **COLIN HOY**, Paraeducator, effective date September 12, 2023. Assignment: Certified Occupational Therapist Assistant, OT/PT Program with base salary of COTA HS+30, Step 4, \$33,623 for 190 days of service will be prorated for a total of 164 days with additional new hire days as required. This is a new position funded through the OT/PT budget.
- **ANA LUCIANO**, Paraeducator, effective date to be determined. Assignment: Educational Paraprofessional, Multiple Disabilities Support Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Multiple Disabilities Support budget.
- **MADELINE MALONEY**, Paraeducator, effective October 9, 2023. Assignment: Educational Paraprofessional, Loysville Youth Development Center with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Loysville Youth Development Center budget.
- **JENNIFER MCPOYLE-CALLAHAN**, Professional, effective date to be determined. Assignment: Educational Coach, Student Services Team with base salary of Masters, Step 15, \$76,841 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Student Services - Foundational budget.
- **JAMIE MINIUM**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Center Based Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Hill Top Center Based budget.
- **SAMANTHA RENEE**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Autism Support Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.
- **JAMILAH TENNANT**, Paraeducator, effective date to be determined. Assignment: Personal Care Assistant, Autism Support Program with base salary of HS, \$25,840 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Autism Support budget.
- **SAMANTHA THOMAS**, Paraeducator, effective September 25, 2023. Assignment: Educational Paraprofessional, Emotional Support Program with base salary of HS+48, \$28,025 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **BRANDON WALTON**, Student Worker, Food Services Program, effective for the 2023-2024 school year. Hourly rate will be \$7.25 per hour. This is a temporary student worker position funded through the Food Services budget.

- **LEANN WEED**, Temporary Professional, effective date September 13, 2023 - June 6, 2024. Assignment: Long Term Substitute School Counselor, ANPS Program with base salary of Masters+60, Step 8, \$67,907 for 190 days of service will be prorated for a total of 173 days. This is a new position funded through the EANS II budget.
- **NATHAN WELDON**, Temporary Professional, effective date to be determined. Assignment: Teacher, Multiple Disabilities Support Program with base salary of Bachelor's, Step 2, \$52,805 for 190 days of service will be prorated based on the number of days worked with additional new hire days as required. This is a replacement position funded through the Multiple Disabilities Support budget.

CHANGES OF STATUS:

- **SARA CRUSHA**, Speech and Language Pathologist, School-Age Speech Program, change from full-time to part-time status, effective August 14, 2023.
- **KRISTEN OESTERLING**, from Job Coach to Mental Health Worker, ELECT program, effective October 17, 2023. Change of status results in a change of salary to \$33,623 which is based on a MHW Bachelor's, Step 1 placement on the current salary scale. This is based on 190 days of service.
- **KYLA SULLIVAN**, change from Floater Teacher to Long Term Substitute Teacher, Emotional Support Program, effective August 23, 2023 - June 3, 2024. This change in status results in a change of salary to 100% of the Bachelor's, Step 2 salary of \$52,805 for 190 days of service and will be prorated for a total of 184 days.