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Derry Township School District
Board of Directors Meeting
December 9, 2024
Board of Directors Room 7:00 p.m.
Summary Minutes - XI

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:01 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Robert Bennett, Joshua Cysyk, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Tracey Royo, and Ericka Schmidt

Members Absent: None

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

Student Board Representatives in Attendance: Chloe Maitrejean and Tulsi Patel

Solicitor: Dave Walker

Staff/Public in Attendance In-Person: Phil Ayala, Sarah Harmer, Jason Reifsnyder, Aaron Shuman, and Jennifer Sloppy

Staff/Public in Attendance Virtually: Kaylee Hall, Carol Smith, Tim Smith, and Drew Weidman

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 Dr. Cysyk and a second by Mrs. Renz, the board agenda for this evening's meeting was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

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

- Public Safety

2.b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers, attending either in person or virtually, to address the Board on matters related to the agenda. Those wishing to speak on matters not related to the agenda, an additional public comment period will be provided later in the meeting.

Each speaker is permitted up to 5-minutes of speaking time during each one of the public comment periods in order to provide other residents with an opportunity to speak. When necessary, the Board may set a maximum time for public comment. As a reminder, all public comments are part of the meeting's public record and minutes.

If attending in person, complete and turn into Board Secretary, Mrs. Agee, a registration form located on the sign-in table. When your name is announced, come to the microphone. If attending online, you must have registered individually with your full name and address. To be recognized, raise your virtual hand. For all speakers, once you are recognized, it is only necessary that you identify yourself by providing your full name.

Minutes

There were no citizens requesting recognition by the board.

2.c. Community Correspondence Report

Minutes

Ms. Harmer reported that there was one submission during the month of November.

2.d. Standing Committee Meeting Report

Minutes

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

- Course proposal - Finance Literacy .5 credit course required by the state approved for 30-day review

2.e. 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

- Chloe Maitrejean and Tulsi Patel gave a report that included the following:
- Hershey National Honors society is holding their Induction Ceremony on November 18th
- Youth and Government's Festivus celebration is upcoming
- Hershey Middle School held its Annual Turkey Trot, this tradition supports the Hershey Food Bank
- As of Dec 9th, 80 students with a cell phone violation, of those 80, 15 have had 3 or more violations, and of those 15 students, 1 has had 6 violations
- Boys' basketball demolished Shippensburg 65-30, and will play at LD on Wednesday
- Boys' basketball won tip-off tournament this past weekend with Cam Sweeney named MVP of entire tournament
- HHS is hosting a holiday volleyball tournament on December 20th
- This past Saturday, our District Band and Orchestra auditions took place with 13 orchestra members accepted
- Tri M, our music honor society, is hosting a French toast feast on Saturday December 14

2.f. 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:

- Presentation - Crabtree, Rohrbaugh, & Associates
- Presentation - Stadium
- Approval of December 9, 2024, Board of Directors Summary Minutes
- Trip - Kenbrook
- Staff Development Conferences

- Monica Breiner - PASAP Conference
- Dave Lillenstein - 2025 National Association of School Psychologists
- Deirdre Stalnecker - PASAP Conference

- PSX
- CAFCO Participation Agreement - retroactive

3. UNFINISHED BUSINESS

3.a. Elementary Facility and Stadium Update

Minutes

Dr. Winslow shared the following:

Elementary Facility

- Mr. Colestock presented at the general services meeting in November
- Mr. Colestock will present to the full board on January 13th
- Held Design Team meeting on November 21st - reviewed schematic design floor plan, gave feedback to help refine the spaces and ensure they meet our instructional needs

Stadium

- Met with Mr. Mark Shrift from JMT on the stadium design
- identified pieces of each that were liked to incorporate
- Discussed options for elements we need right now versus things that we might like to have in the future
- Discussed how to build the project so that the district can make additions in the future all while being fiscally responsible
- Anticipate a design proposal for the board at the January 13th meeting

4. CONSENT AGENDA ITEMS

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

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Consent Agenda items were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

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

4.b. Approval of Summary Board of Directors Reorganization Meeting Minutes

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

Group:	**Capital Area Flag Football League**
Date/Time:	Sunday(s), April 6 ,13, 27, May 4, 18, & June 1, 2025 1:00 p.m. to 5:00 p.m.
Requested Facility:	MS Upper Field A (lights)
Event:	Flag Football Games
Fee:	MS Upper Field A Fee: $200.00 per hour (approximately $6,000.00) Custodian Fee: $46.03 per hour - approximately $$1,150.75 Total Approximate Fees - $7,150.75

Group:	**Hershey Youth Lacrosse Association**
Date/Time:	Sunday(s), March 30, April 6, 13, 27, May 4, 11, & 18, 2025 12:00 p.m. - 6:00 p.m.
Requested Facility:	322 Turf Field
Event:	Hershey Youth Lacrosse Games
Fee:	Custodian Fee: $46.03 per hour (approximately $2, 255.47)

4.d. Gift Acceptance - Eighty Inch Calming Hurricane Tube
The Administration recommends accepting the following gift:

Donated by:	TFH USA LTD
Item:	80" Calming Hurricane Tube
Specifications:	Tube: H: 80" X Dia: 6" Base W: 15" X D: 13" X H: 6" WT: 20 lb.
Value:	$1,849.00

4.e. Announcement of Staff Development Conferences

Staff Member:	**Kristen Boltz**
Conference:	Council for Exceptional Children Conference
Location:	Baltimore, MD
Dates:	March 12-14, 2025
Staff Member:	**Cara Garner**
Conference:	Council for Exceptional Children Conference
Location:	Baltimore, MD
Dates:	March 12-14, 2025
Staff Member:	**Carolyn Merrill**
Conference:	Council for Exceptional Children Conference
Location:	Baltimore, MD
Dates:	March 12-14, 2025
Staff Member:	**Brianna Pogue**
Conference:	Council for Exceptional Children Conference
Location:	Baltimore, MD
Dates:	March 12-14, 2025

4.f. Course Proposals - High School
The Administration recommends the approval of the following High School course offerings entitled:

- Advanced Placement World History
- Advanced Placement Physics 1

4.g. Course Revisions - High School
The Administration recommends the approval to revise the listed courses:

High School

- AP Physics C
- CP Physics
- CP Chemistry
- Honors Chemistry

4.h. Affiliation Agreement - Penn State University

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and the Pennsylvania State University (Ross and Carol Nese College of Nursing) effective December 9, 2024.

4.i. Brian Eslick

The Administration recommends the approval of the Brian Eslick Agreement.

4.j. Maxim

The Administration recommends the retroactive approval of the Maxim Agreement.

4.k. New Story

The Administration recommends the retroactive approval of the New Story Agreement.

5. NEW BUSINESS

5.a. Approval of Activity Account for Student Club - PickleMasters Club

The Administration recommends the addition of a student activity account for the PickleMasters Club. No Limited-Service Contract is associated with this club.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the activity account for the PickleMasters Club was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.b. Approval of Club - Future Lawyers Association Club

The Administration recommends the addition of the Future Lawyers Association Club. No Limited Service Contract is associated with this club. The club is requesting a Student Activity Account.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Future Lawyers Association Club was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.c. Accelerated Budget Opt-Out Resolution

The Administration recommends the Board approve the Resolution to limit the increase of real estate taxes for the 2025-2026 fiscal year to no more than the Act 1 index of 4.0%.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Accerated Budget Opt-Out Resolution to limit the increase of real estate taxes for 2025-2026 fiscal year to no more than 4.0%, was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.d. Appointment of Law Firm for the District's Solicitor of Record

The Administration recommends the appointment of the Law Firm of Stock and Leader Attorneys at Law to serve as Solicitor for the District and David Walker shall serve as the District's Solicitor of Record

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Appointment of Law Firm Stock and Leader Attorneys at Law for the District's Solicitor of Record was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.e. Devopar Agreement Addendum

The Administration recommends the approval of the Devopar Agreement Addendum for consulting services and support of the business office until June 30, 2025.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Devopar Agreement Addendum, was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.f. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified Staff:

Bates, Toya
Cafeteria/Recess Aide
Early Childhood Center
Reason: Personal
Effective: 11/29/2024 (retroactive)

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Personnel Resignations were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.g. Personnel - General

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

Professional Staff:

Bucs, David (replacing Jennifer Ettinger)
Part-time Art Teacher
Middle School
Long-Term Substitute
Bachelors, Step 1
Salary: $29,274.39 (pro-rated)

Effective: To Be Determined through the end of the 2024-25 school year

Doblick, Luke (replacing William Wenninger)
Social Studies Teacher
High School
Long-Term Substitute
Bachelors, Step 1
Salary: $58,548.77 (pro-rated)
Effective: 12/10/2024 through the end of the 2024-25 school year

Limited Service Contract:

Firestone, Victoria*
Mentor (Year 1) to Rebekah Myler, Mathematics Teacher - LTS (MS) - .5 LSC
Salary: $750
Effective: 12/10/2024

Hayman-Rau, Megan*
Mentor (Year 1) to Lynnette Lee, Mathematics Teacher - LTS (MS) - .5 LSC
Salary: $750
Effective: 12/10/2024

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

2. The Administration recommends the approval of the following request in accordance with Section 6.10 of the HEA Collective Bargaining Agreement:

Groff, Kayla*
Mathematics Teacher
Hershey Middle School
Childrearing Leave
Extension Effective: 03/28/2025 through the end of the 2024-25 school year

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

Smith, Michelle*
Special Education Teacher
High School
Uncompensated Leave
Extension Effective: 01/07/2025 through 02/10/2025

Minutes

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

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

6. DELEGATE REPORTS

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

There were no board members with a report to share.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- There are a lot of really cool things happening as we prepare for the holidays, as we go into the holidays, I hope it's a nice long break, and that everybody takes advantage of it and has a wonderful time with family and friends.

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express the following:

- Wished everyone a happy holiday season and New Year
- She attended the band and orchestra winter concert they did a really phenomenal job
- She is blown away by the talent of our students, and attributes the band, orchestra, and chorus directors
- Thanked them for that commitment that they have and everything that they put in to those programs

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 the movie and book "Out of my Mind" and inclusion

9. ADJOURNMENT

Minutes

The meeting was adjourned at 7:32 p.m. following a motion by Dr. Cysyk and seconded by Mrs. Renz.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Robert Bennett, Lindsay Drew, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

Respectfully submitted,

Michele Agee
Secretary to the Board
January 13, 2025

Lindsay K. Drew
Board President

Derry Township School District
Board Meeting
December 9, 2024

Please Sign In AND Print Your Name

Signature	*Printed Name*
Sample Signature	Sample Name Printed
	Jennifer D Slopy

December 9, 2024 Board Meeting Virtual Attendance
Kaylee Hall
Carol Smith
Tim Smith
Drew Weidman

No. 702-AR-1

ADMINISTRATIVE REGULATION

DERRY TOWNSHIP SCHOOL DISTRICT

APPROVED: December 1, 2022

REVISED:

702-AR-1. INTENT TO GIVE GIFT/GRANT/DONATION FORM

I/We are requesting the Board to accept our intent to provide a gift, grant or donation to the district in order to support and supplement the district's educational and/or student activities program.

Name of individual, group or agency: Special Needs Toys TFH USA LTD

Contact person if group or agency: Heather Gelson

Address: 4537 Gibsonia Rd, Gibsonia, PA 15044

District program, school or grade level to be recipient: Special Education Dept.

Purpose of gift, grant, donation: Raffle prize

80" Hurricane tube (calming)

Amount of gift, grant, donation: ~1849.00

The district will make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interest of the district's educational program.

I attest that there are no encumbrances against this gift to the district.

Heather Gelson
Donor Signature

11/21/2024
Date

Superintendent Signature

Date

MENU BASKET

Search our store



Calming Hurricane Tubes - FREE SHIPPING

Our Ref #: 9HC120A

Options to choose from

48" H	80" H
$1,699.00	$1,849.00
Ref: 9HC120A	Ref: 9HC200A

Add to Cart

ADD TO WISHLIST

Description

Enjoy the soothing visual, tactile and auditory effects of our Calming Hurricane Tube. These tubes are waterless but give the effect of flowing water. Colors slowly change while white beads flow up and down this strong acrylic tube evoking a sense of calm and regulation of your senses.

Available in two sizes to suit any space. No water equals no water maintenance. A favorite in medical facilities and schools.

Adjustable: All Hurricane Tubes have adjustable fan speed to customize each sensory session.

Derry Township School District

STATEMENT OF PROPOSAL

☐ Elementary School
☐ Middle School
☒ High School

☒ Course Addition ☐ Course Revision

Title of Course: Advanced Placement World History

Date of Proposal: 9/16/24

Length of course: ☒ Full Year ☐ Semester ☐ Marking Period

Credits: 1

Proposal: Offering AP World History in the 2025-2026 School Year

Person(s) Making Proposal: Jeff Mummert

Proposal Rationale Description:

The scope and sequence change that the High School Social Studies Department is carrying out from 2023/24 to 2025/26 is moving American History as a required class from 11th to 9th grade. At present, approximately 48% of 11th graders opt to take AP US History to fulfill the American History 11th grade requirement. Because AP US History is too difficult for the vast majority of 9th graders, the opportunity to take an AP class that fulfills a required class will be taken away.

This is an excellent opportunity to meet several needs. Firstly, offering AP World History as a replacement for the World History requirement in the 10th grade will reinstate an opportunity for students to take an AP class that will fulfill a required class. AP World History will also be available to students who are recommended by their teachers in 11th and 12th grade, and AP US History will continue to be available to 11th and 12th graders. Secondly, our Social Studies department will be able to offer an AP history class that clearly reflects the diverse culture of Hershey High School and supports district "Equity" initiatives. Thirdly, AP World History will add an additional AP history course to our Social Studies offerings, something that students and parents have been asking for.

The new course relates strongly to the district mission, in that it will play an essential role in engaging students to help them achieve their greatest potential as global citizens.

Systemic Impact:

See above.

Cost Upfront: Textbooks

Cost Ongoing:

Long Term Cost: ex. Licenses, Certifications, etc: None

Date of Implementation: 2025-6 School Year

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

Chapter 4 Requirements	Yes	No
* Standards to be achieved by all students	☒	☐
* Content:		
* Materials	☒	☐
* Approximate Instructional Time	☒	☐
District Requirements (does the planned course match the district's)		
* Goals	☒	☐
* Mission statement	☒	☐
* Scope and sequence	☒	☐

2. Will this planned course require new/revised/additional instructional materials? If yes, demonstrate need and estimate cost.

   A. Equipment: None

   B. Professional Development: None

C. Unique Space Needs: None

D. Other: Textbooks

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?
   (Grades 9-12 only.)
   AP World History offers an opportunity for students to gain college credits.

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?
   AP World History at the 10th grade level will prepare students well for taking AP US History (the more challenging of the two) in 11th or 12th grade as well as the other AP courses- AP Human Geography and AP Psychology.

Derry Township School District

STATEMENT OF PROPOSAL

☐ Elementary School
☐ Middle School
☒ High School

☒ Course Addition ☐ Course Revision

Title of Course: AP Physics 1

Date of Proposal: 9/30/24

Length of course: ☒ Full Year ☐ Semester ☐ Marking Period

Credits: 1

Proposal: To replace the existing Honors Physics course with AP Physics 1. The course will run 1 period per day for the entire school year.

Person(s) Making Proposal: Jason Sibbach, Matthew Swavely, & Nicholas Stauffer

Proposal Rationale Description:

In order to align our existing curriculum to the new PA STEELS Science Standards, we are proposing combining the existing Conceptual Physics and College Prep Physics courses into a single course called College Prep Physics and replacing the Honors Physics course with AP Physics 1, an algebra-based college physics course. The existing AP Physics course would be renamed AP Physics C (the official College Board name) and continue to be offered as a second-year physics option. The new STEELS Standards rely heavily on hands-on laboratory activities and investigations to help student develop scientific inquiry and data analysis skills, and are very approprite for many of our students. However, they do lack the heavier mathmatical applications that are currently taught in Honors Physics and that students interested in STEM will need for their future studies. Adoption of the AP Physics 1 curriculum created by the AP College Board would continue to allow us to teach both the conceptual and mathematical nature of physics and effectively prepare students to take the follow-up Calculus-based AP Physics C course, as well as prepare them for future careers in STEM.

Systemic Impact:

Adding AP Physics 1 would provide interested students with an additional AP level course at the high school. Since AP Physics 1 is algebra-based, it would provide them with the necessary skills to take the follow-up Calculus-based AP Physics C course. Interested students that complete College Prep Physics could also continue their studies of physics by taking AP Physics 1 without the need for the Calculus requirement of AP Physics C.

Cost Upfront: Purchase of a new College Board approved textbook aligned with the AP Physics 1 curriculum.

Cost Ongoing: All necessary supplies will be purchased out of the standard yearly physics budget

Long Term Cost: ex. Licenses, Certifications, etc: None

Date of Implementation: August 2025

The following checklist outlines suggested guidelines for reviewing a planned course of study. This document may be used as the planned course is being developed or as a means of determining whether or not any changes need to be made in existing courses before submission to the Curriculum Council for review. It is not intended that every item be met as criteria necessary for approval. The items are intended to guide planned course development.

1. Are the following components clearly included in the planned course document?

Chapter 4 Requirements	Yes	No
* Standards to be achieved by all students	☒	☐
* Content:		
* Materials	☒	☐
* Approximate Instructional Time	☒	☐

District Requirements (does the planned course match the district's)		
* Goals	☒	☐
* Mission statement	☒	☐
* Scope and sequence	☒	☐

2. Will this planned course require new/revised/additional instructional materials? If yes, demonstrate need and estimate cost.

   A. Equipment: None

B. Professional Development: The physics teachers will need time to write the new curriculum in Rubicon Atlas

C. Unique Space Needs: None

D. Other: None

3. How do the planned courses take into account the entrance level expectations of colleges and universities as well as the expectations of the business and industry community?
   (Grades 9-12 only.)

This year-long couse will examing both the mathematical and conceptual nature of physics and will include a study of motion, forces, work, energy, power, momentum, torque, rotation, oscillations, and fluids. The course will follow the curriculum developed by the College Board, prepare students to take the AP Physics 1 Exam, and directly prepare them for AP Physics C and future careers in STEM.

4. How does the planned course prepare students for the achievement of the standards at the next transitional level?

AP Physics 1 would give students the skills that they need to be successful in AP Physics C if they decide to continue their studies in physics. It would also allow interested students that take College Prep Physics to continue their studies of physics by taking AP Physics 1 without the need for the Calculus requirement of AP Physics C.

Ross and Carol Nese College of Nursing
The Pennsylvania State University

AFFILIATION AGREEMENT

THIS AFFILATION AGREEMENT is made and entered into this 9th day of December, 2024 by and between **THE PENNSYLVANIA STATE UNIVERSITY**, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws, with a principal place of business at 201 Old Main Building, University Park, Pennsylvania ("University" or "Penn State");

-A N D-

DERRY TOWNSHIP SCHOOL DISTRICT, with a principal place of business at 30 East Granada Avenue, P.O. Box 898, Hershey, Pennsylvania ("Site").

RECITALS

A. University maintains the Ross and Carol Nese College of Nursing.

B. University desires to provide students in the Ross and Carol Nese College of Nursing ("Students") a broad range of on-site clinical and/or non-clinical educational experiences in the nursing field.

C. Site operates a facility which is qualified to provide clinical and/or non-clinical educational experiences.

D. University's Students desire to obtain on-site clinical and/or non-clinical educational experiences at the Site, and the Site agrees to provide University's Students with on-site clinical and/or non-clinical educational experiences.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which each party acknowledges, the parties hereto, intending to be legally bound, agree as follows:

1. **Establishment of Learning Experience.** Pursuant to the terms and conditions of this Agreement, the Site agrees to accept University Students and provide on-site clinical experience and/or non-clinical educational experiences in the nursing field to Students (the "Learning Experience"). Site may accept or decline any individual Student in its sole discretion.

2. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year from the date first written above (the "Initial Term"), and shall automatically renew on an annual basis for one (1) year periods (each such additional period a "Renewal Term," and together with the Initial Term, the "Term") unless terminated in accordance with the provisions of Section 9 hereof.

3. **Site Obligations and Responsibilities.**

Site shall:

a. Provide the Learning Experience to Students in accordance with Site's policies and all applicable laws;

b. Plan, implement and, if no University faculty are providing on-site supervision, supervise Students in the Learning Experience, and prevent students from performing patient care without supervision;

c. To the extent available, provide opportunities for Students to attend clinical rounds, staff conferences, in-service educational programs, special lectures, and any other educational activities of Site not specifically incorporated into the Learning Experience;

d. Provide opportunities for nursing care to patients of Site where Students are participating in clinical educational experiences. Students participating in educational experiences which are designated by University as non-clinical will not participate in patient care or any other clinical activities while at the Site;

e. Where clinical experiences for Doctor of Nursing Practitioner students involve human subject research, comply with all relevant federal and state laws and regulations pertaining to human subject research. If the activity is human subject research and not exempt under applicable human subject research regulations, Site is responsible for securing any required applicable Institutional Review Board approvals.

f. Designate a Site employee as Site's Affiliation Coordinator who may participate in planning meetings and conferences related to the clinical experiences in the Site, and provide University with a list of other Site personnel who may cooperate with University in planning and implementing the Learning Experience;

g. Provide University faculty members assigned to the Learning Experience, if any, an orientation to the policies, rules and regulations, physical layout, and other pertinent matters regarding Site;

h. Assist University's Faculty Clinical Coordinator(s), as well as other faculty members, if any, with the orientation of students participating in the Learning Experience to the policies, rules and regulations, physical layout and other pertinent matters regarding Site;

i. Provide University with information as may be reasonably requested regarding the educational experiences of each student's clinical performance. Site shall maintain the confidentiality of any student records produced by it or furnished to it by the University, and will not disclose such information except as the University may request for its own use or as the student may direct;

j. Cooperate with University in establishing and administering the Learning Experience, including without limitation the format, number of Students, the days and times of clinical

experiences, the types of clinical experiences to be provided, the division of supervisory responsibilities between University and Site personnel, and other matters necessary for the proper functioning of the program;

k. Provide adequate space, equipment, student participation records or feedback, instruction/supervision, and caseload, as available and applicable, for clinical and/or educational experiences, as well as access to parking, libraries, and cafeterias, if available at the Site.

l. Retain through its nursing service all responsibility for patient care; and

m. Provide emergency health care as necessary for University students participating in the Learning Experience; provided, however, that students are responsible for all costs associated with the provision of all such health care.

n. Be responsible for the final determination to allow or disallow a Student to participate in the Learning Experience.

4. **University Obligations and Responsibilities.**

University shall:

a. Be responsible for the selection of Students for the Learning Experience, subject to final approval by Site, including ensuring that Students selected have satisfactorily completed the applicable state-approved University accredited course of study in preparation for the Learning Experience, if applicable;

b. Be responsible for the Students' educational experiences, including all responsibilities for grading and evaluation of students;

c. Provide University faculty member(s) to serve in the capacity as Faculty Clinical Coordinator(s), and be responsible for the establishment and administration of the Learning Experience format, including determination of the number of students participating in the Learning Experience, the days and times of clinical experiences, the types of clinical experiences to be provided and other matters necessary for the proper functioning of the Learning Experience;

d. Cooperate with Site Affiliation Coordinator in establishing and administering the Learning Experience, including without limitation the format, number of Students, the days and times of clinical experiences, the types of clinical experiences to be provided, the division of supervisory responsibilities between University and Site personnel, and other matters necessary for the proper functioning of the program;

e. Permit University Faculty Clinical Coordinator(s) to assist Site in clinical education and nursing service operations, if applicable;

f. Advise University Faculty Clinical Coordinator(s) and Students that they must adhere to the policies, procedures, rules, and regulations of Site (including without limitation Site policies on dress codes and badging), and shall provide to Students and any University Faculty to be

present at Site copies of health, safety, and other policy information that Site may provide to University from time to time;

g. Advise all Students participating in the Learning Experience that they will be required, as a condition of their acceptance into the Program, to carry professional liability insurance in an amount satisfactory to Site and specified in Exhibit A (incorporated herein this reference), and to certify in writing to Site that they maintain coverage under a personal medical insurance plan, with proof of coverage to be provided to Site;

h. Advise students that they are responsible for costs of any health care provided by the Site;

i. Instruct students, faculty, and University personnel not to disclose any confidential material or information connected with the Site or any of its patients; and further, the University shall ensure that all such information is maintained as confidential in accordance with Federal and State law, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the Health Information Portability and Accountability Act ("HIPAA"), and shall provide HIPAA training to Students prior to their participation in the Learning Experience; and

j. Notify the University Faculty Coordinator of matters relating to any potential discipline of any Student.

k. Site may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Site may withdraw or dismiss a Student from the Learning Experience when his or her professional practice experience and/or performance is unsatisfactory to Site or his or her behavior, in Site's discretion, is disruptive or detrimental to Site and/or its patients. In such an event, said Student's participation in the Learning Experience shall immediately cease and, if permitted by applicable law and Site policy, Site shall notify University of a Student's withdrawal or dismissal. Notwithstanding the foregoing, University is responsible for assigning any grades given to the Student.

l. Acknowledge and agree that no University Students shall be deemed an employee of Site. Rather, Site is permitting University Students to obtain clinical and non-clinical educational experiences arising from and part of their enrollment with the University. The University agrees that under no circumstances will any University Student be entitled to any right, entitlement, compensation, or benefit received by employees of Site, nor will the University Student under any circumstances or theory of law be deemed an employee of Site.

5. **Mutual Responsibilities.**

a. The parties will not discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status.

b. The parties will keep each other informed as far in advance as possible of the following: changes in academic curricula, changes in the availability of learning opportunities, and

staff changes affecting either academic preparation or clinical teaching of students.

c. The parties will: (1) assess the coordinated effort by evaluating the clinical education experience; (2) plan for the Learning Experience's continuous improvement; (3) make such changes as may be deemed advisable by the parties; and (4) discuss problems as they arise concerning the Learning Experience.

d. Any forms or other documentation required by applicable accrediting organizations or professional associations will be completed by the parties as necessary, and such information as is reasonably requested by either party will be supplied by the other.

6. **Academic Qualifications; Health Screenings; Immunizations; Background Checks; Clearances.**

a. University shall provide Site with information Site may reasonably request regarding Students' academic qualifications for participation in the Learning Experience to the extent that University maintains such information. Such information shall be provided prior to a Student's assignment to Site, or otherwise upon Site's request. The transfer of a Student's education records from University to Site and from Site to University shall be made only with the Student's written consent, unless notice of such transfer is otherwise permitted by applicable federal or state law. The parties agree that with respect to any transfer of educational records of a Student to Site, they shall comply with all applicable federal and state laws regarding the confidentiality of a student's personal educational record, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. For purposes of this Agreement, both University and Site are hereby designated as school officials with a legitimate interest in the education records of Students in the Learning Experience.

b. University shall inform Students that prior to beginning the Learning Experience, they are required to submit evidence directly to Site that all required health screenings and immunizations, more fully identified in Exhibit B. The parties may update Exhibit B from time to time if the Site updates its policies on health screenings and immunizations. If any Student should arrive to start the Learning Experience without meeting the requirements of Exhibit A attached to this Agreement, that Student will not be allowed to begin their Learning Experience. Further, if any Student arrives without meeting the requirements of Exhibit B, it is the Student's responsibility to obtain and pay for the required immunization(s) prior to beginning the Learning Experience. Neither University nor Site will be responsible for the costs of such immunizations.

c. Each Student participating in the Learning Experience must submit to a criminal background investigation, the scope and extent of which will be determined by Site, and which must be current within twelve months of application. The scope of the investigation, as well as specific convictions that are to be considered as a bar to participation in the Learning Experience, are set forth in Exhibit C of this Agreement, which may be updated by the parties from time to time. The Student is responsible for making timely arrangements for the background check and to paying all costs associated with such checks. The Site will make the final decision on each Student's eligibility for participation in the Learning Experience after reviewing the Student's background check results. Verification of acceptable results from a criminal background check shall be available thirty (30) days

prior to a Student's participation in the Learning Experience.

d. Student shall retain documentation demonstrating compliance with the immunization, training, and background check requirements described above, and shall make such documentation available for inspection by Site, and/or provide copies to Site upon request. Any Student who does not satisfy the requirements above will not be allowed to begin, or to continue their Learning Experience.

7. **Independent Contractor Status of the Parties.** The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of Site and, further, neither Site nor any of its agents, representatives or employees shall be considered agents, representatives or employees of University. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. University and Site shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.

8. **Indemnification; Limitation of Liability.** Each party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party, and its trustees, directors, officers, employees, and agents from and against any and all claims, demands, actions, costs, fees, expenses or damages (including reasonable attorneys' fees) arising directly or indirectly out of any negligent act or omission or the willful misconduct of the Indemnifying Party or its trustees, directors, officers, employees, students, or agents. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the Site (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the Site from which it would otherwise be immune under applicable law.

9. **Termination of Agreement.** This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice; provided, however, that any student already enrolled and participating in the Learning Experience as of the effective date of termination shall be permitted to complete the Learning Experience, subject to the terms of this Agreement.

10. **Notices.** All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail to each party or by electronic mail provided such email is acknowledged by return email (and not an automatically generated message), with the exception of any notice submitted under paragraph 8, which shall be sent by registered or certified mail, return receipt requested, to the following address:

UNIVERSITY:

The Pennsylvania State University
Ross and Carol Nese College of Nursing
201 Nursing Sciences Building
University Park, PA 16802
Email: mew119@psu.edu
Attn: Maggie Miller

SITE:

Derry Township School District
30 East Granada Avenue, P.O. Box 898
Hershey, PA 17033
Email: jreifsnyder@hershey.k12.pa.us
Attn: Jason Reifsnyder

11. **Nondiscrimination.** Neither Party discriminates against any person on the basis of age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, and neither party shall impose criteria on Students which would violate these principles of nondiscrimination.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.

14. **Execution; Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

15. **No Waiver.** The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

{P0009092.1}

16. **Publicity.** Neither Party may use the name, logos, or marks of the other in any promotional or advertising material (including but not limited to any website postings and public announcements) without the prior written consent of the other Party.

17. **Survival.** The following provisions shall survive the expiration or termination of this Agreement: 7, 8, 10, 12, 13, 14, 15, 16, and 17.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

{P0009092.1}

IN WITNESS WHEREOF, the parties to this Agreement have set their hands as of the date first written above.

THE PENNSYLVANIA STATE UNIVERSITY:

By: Virginia A. Teachey
Name: Virginia A. Teachey
Title: Assistant Treasurer

DERRY TOWNSHIP SCHOOL DISTRICT:

By:
Name: Lindsay K. Drew
Title: President, School Board

{P0009092.1}

EXHIBIT A

Insurance Requirements

[To be completed by Site]

EXHIBIT B

Required Health Screenings and Immunizations

[To be completed by Site]

EXHIBIT C

Required Background Checks and Screenings

[To be completed by Site]

BRIAN ESLICK

Oct 9, 2024

Hi Jeffrey,

Thank you for allowing me to perform for your group and provide entertainment that will be remembered for a long time!

Please read and confirm all information in this agreement. It is very important to the events success that all the information is correct. If you should find any mistakes please contact me ASAP.

Please sign ***online*** now to reserve your date, retain a copy for yourself.

A deposit is due within 14 days to lock in your event. If you require more time for a deposit please let us know, we will be happy to work with you. Failure to make a deposit in a timely manner may result in your event not being put in the show calendar and booked up by an entertainment agent.

For your convenience use this payment link (click here) to make a deposit online or feel free to send a check. The total amount due may be edited for partial payments.

Please let me know if you have any questions.

Thank you again Jeffrey, I sincerely appreciate your business and I look forward to making your Senior event a huge success!



Brian Eslick

P.S. Your date is not binding until your agreement is received; please do not delay.

BRIAN ESLICK

Oct 9, 2024

HERSHEY HS
Jeffrey Mackneer
PO BOX 898
HERSHEY, PA 17033

Hi Jeffrey,

I would like to confirm the agreement between Brian Eslick Enterprises LLC and HERSHEY HS, to be known as sponsor hereafter. For the presentation of: A Brian Eslick Comedy Hypnosis Show on May, 21st 2025 at 7:00 PM . The performance location is 550 Homestead Rd Hershey, PA 17033.

As compensation for the performance, HERSHEY HS agrees to pay Brian Eslick Enterprises LLC the total sum of $1,200. to be divided as follows:

A deposit in the amount of $600. to be paid with the signed agreement to secure the above date. The remaining balance is due immediately prior to performance. For your convenience use this payment link (click here) to make a deposit online or feel free to send a check. The total amount due may be edited for partial payments.

We provide sound system and microphone for our exclusive use.

Venue to provide: 11-15 chairs. Adequate performing space: stage or risers as needed. 20' X 10' performing area is requested.

If for any reason beyond our control Brian eslick is delayed or unable to appear or the venue is unable to host the event due to but not limited to: (such as COVID, Closure, State of Emergency, Weather etc.) and a change of date or substitution connot be agreed upon, then this agreement shall be cancelled with no further obligation by either party. In this case, any prepaid money will be applied to a future event, no refunds will be given. Brian eslick is a paid presenter and is not an employee or volunteer. Brian Eslick Enterprises LLC is not responsible for any workman's comp insurance the sponsor may liable for. Required security and background checks to be paid by sponsor.

As agreed:

Brian Eslick

as agreed Signature: Lindsay K. Drew

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, HHS Principal

Re: Request for Student Activity Account

Date: October 30, 2024

On behalf of HHS students Elizabeth Shaffer & Lauren Nutt and faculty advisor Sam Brenneman, I would like to present a modification to an existing HHS club to the Derry Township Board of School Directors.

- The PickleMasters Club would like to begin handling funds; therefore, they are submitting a request for a "student activity account".

Enclosures: Request for HHS Club Account for PickleMasters Club

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

October 28, 2024

Re: PickleMasters Club Requesting a Student Activity Account

To: Derry Township Board of School Directors

We humbly request a student activity account for PickleMasters Club at Hershey High School. Opening a student activity account for PickleMasters Club is essential for effectively managing potential fundraising money. We plan on fundraising, putting our efforts towards new paddles, balls, and possibly entering tournaments. Having a student activity account is crucial for the further development of our club. With board approval, PickleMasters club will operate its student activity account in compliance with Board Policy #618 (Student Activity Funds).

Sincerely,

Elizabeth Shaffer

Elizabeth "Eliz" Shaffer

Secretary

Lauren Nutt

Lauren Nutt

President

Sam Brenneman

Sam Brenneman

Club Advisor

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: November 6, 2024

On behalf of HHS students Daniel Carreno & Justin Nderitu, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled Hershey Future Lawyers Association Club. The enclosed proposal outlines and describes the purpose of the club.

- The club is supported by a faculty advisor, David Anderson.
- 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 Hershey Future Lawyers Association 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 Hershey Future Lawyers Association 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 Hershey Future Lawyers Association Club

Hershey Future Lawyers Association (HFLA)

Mission statement: Cultivate the new generation of attorneys by providing them with valuable basic legal experience, resources, and information from real legal professionals.

Club goals:
Provide legal related volunteering, internship and shadowing opportunities
Educate students on legal professions
Provide students with resources and guides
Bring in guest speakers (most likely online via zoom) to speak about the process of becoming a lawyer
Meetings 1-2 times per month
Accept donations to the club to fund our trips to John Harris High School, Steelton High School, etc to educate low income students on the benefits of becoming a lawyer (Possible later project, not currently planned) --this is on pause - there would be a significant partnership has been established and administration would be heavily involved- this is only a future goal - not part of current idea.

requesting a club accountant

First meeting:
Introduce club, layout plan for year, encourage new members to join

Other meetings:
find fun law related activities to do, make people bring in food, bring in guest speakers to talk about the process to become a lawyer

President, Co-Founder: Daniel Carreno, 11th Grade
Vice President, Co-Founder: Justin Nderitu, 11th Grade

Daniel Carreno

Justin Nderitu

David Anderson

11/6/24

DERRY TOWNSHIP SCHOOL DISTRICT

Accelerated Budget Opt Out Resolution Certifying Tax Rate Within Inflation Index (and No Need to Comply with Act 1 Accelerated Budget Procedures) 2025-2026 School Year

Background. Act 1 § 311(a), 53 P.S. § 6926.311(a), requires an accelerated budget adoption timeline and procedure unless a school district, no later than 110 days before the primary election, adopts a resolution containing the certifications incorporated in this resolution. The deadline this year is January 30, 2025. After adoption of a resolution containing such certifications, § 311(d) authorizes a school district to comply with pre-Act 1 budget adoption rules as set forth in School Code § 687, 24 P.S. § 6-687. The School Board has reviewed the school district preliminary budget or has other information sufficient to make a determination that the budget for the next fiscal year can be funded based on maintaining current tax rates or increasing taxes by an amount less than or equal to the Act 1 index. In lieu of the Act 1 budget adoption timeline and procedure, the School Board wishes to make the required certifications and comply with pre-Act 1 budget adoption rules.

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

1. The school district's various tax levies and other revenue sources will be sufficient to balance the school district final budget for the next fiscal year (2025-26) based on maintaining current tax rates or increasing tax rates by an amount less than or equal to the Act 1 index applicable to the school district as calculated by the Pennsylvania Department of Education. This conclusion is based on the school district preliminary budget or other information available to the School Board.

2. The applicable index for the next fiscal year is 4.0%, and the School Board will not for the next fiscal year increase the rate of its real estate tax, or any other tax for the support of public education, by an amount that exceeds the applicable index.

3. The School Board has to date and in the future will comply with the rules set forth in School Code § 687 for adoption of the school district proposed and final budgets for the next fiscal year.

4. The School Board understands that the school district will not be eligible to use Act 1 referendum exceptions for the next fiscal year.

ADOPTED by the School Board December 9, 2024.

Michele Agee, Secretary

November 14, 2024

David M. Walker, Esquire
Direct Dial: (717) 849-4114
dwalker@stockandleader.com

Dr. Stacy Winslow, Superintendent
Derry Township School District
30 E. Granada Drive,
Hershey, PA 17033

Re: Engagement to Perform School Solicitor Services

Dear Dr. Winslow:

At Stock and Leader, we stand on a legacy as the oldest continuously operating School Law practice in Central PA. Because we are not starting from scratch, our attorneys are at the forefront of issues affecting public schools and are focused on providing groundbreaking, value-driven solutions that will enhance the Derry Township School District's daily operations. We are excited to initiate a relationship with the District and are committed to developing an on-going partnership with the District providing comprehensive services.

New Relationship and Future Fee Expectations. We look forward to partnering with the District to provide tailored advice that confronts your diverse needs. We have worked hard to maintain rates that are greatly discounted from the traditional legal market – for the public good – and we intend to maintain this commitment moving forward.

Proposed Fee Arrangement. The information below will summarize our proposed fee arrangement for the 2024-2025 fiscal year for solicitor services, to begin on or about December 2, 2024. Of course, some transition-related activities may occur prior to that date, with your consent and as necessary. The fees stated below align with our commitment to ensure that there is almost no market variation in rates across clients.

Timekeeping. Our fees will be based on hourly rates, with increments of 1/10 of an hour for time devoted to District matters, including telephone calls, file review, and travel. Our absence from the office on behalf of our clients is recorded on the same basis as our work in the office, which takes into account, in part, our unavailability to other clients during such periods. We minimize travel whenever possible.

Retainer. We do not require a fixed fee retainer for our appointment as Solicitor or before any specific representation. Therefore, we charge our clients when they use our services on an "as needed" basis. As always, we reserve the right to decline to perform or to continue to perform the requested service at any time.

Billing. At the end of any month that more than minimal services are rendered, we provide a description of the nature, date, and amount of time attributable to each entry, along with an invoice for the period. If you have questions about your bill, do not hesitate to contact our Controller or my paralegal, Sage Bateman at (717) 846-9800.

Resources and Out of Pocket Expenses. We do not charge for computerized research, and we do not charge for telephone expense or facsimile transmissions. However, eDiscovery services, stenographic services, in-house composition of briefs and records (i.e. printing, collating and binding), costs for hearing officers or arbitrators, witness fees, photocopying ($.15 per copy), and court costs, where required, are charged to our clients at cost. When charges are substantial, we may ask you to pay these costs directly.

Duplicate Time. One of our core values is to provide efficient services. Unless there is a particular benefit to the client, or unless previously approved by the client, we do not charge for "duplicate" time; that is, time spent by more than one attorney when conferring among ourselves. We maintain excellent files, and are able to provide answers quickly, without extensive research, by relying upon our research database. We minimize chargeable time spent on many questions, simply by virtue of our experience. Technology, email, experience, and collaborative work all reduce the effective hourly rate paid by our clients. At times and where appropriate, discounts are provided to assure a fair result, and that often means that attorneys "share" time on a project, that might otherwise result in duplicated time.

Collaborative Policy Work. We routinely host client-wide conference calls or receive requests for collaborative advice (e.g., Right to Know Law) from a few of our Districts in one county. We are regularly engaging in policy review work. As a result, we have a unique capacity to create documents that can be used by multiple clients, and where the clients have the opportunity to share the cost for the legal work. We will give you notice of opportunity to participate in this collaborative work. Similarly, our policy work builds off of the latest review, while allowing us to tailor a policy to a client's specific District or concern. As a result, our billing will reflect a shared fee for the value of the service performed, which fee is substantially below the cost for a singular District to pay for the legal work performed by the attorneys involved.

Bond Work and Fee. Bond issues and similar financing matters will be billed on a transactional basis, agreed to in advance. We have the capacity to act as both Bond and Special Counsel, for the benefit of the District.

Insurance Defense Work. Primarily in the area of special education defense work, where a Parent has filed for an administrative hearing against the District, our rates may change, based upon the agreement with the insurance company involved. In every case, that means our reduced rates charged to the District are billed at an even lower, "insurance defense" rate applicable to the

insurance matter. Thus, our regular rate for special education work will be billed to you directly on an insurance matter until the deductible is met (at the fee rate prescribed by the insurance company). We ask that you pay our monthly bills at the rates listed below, and we then will (1) work directly with the insurance company to ensure appropriate updates, budgets, and case analyses; (2) monitor application of any insurance deductible and/or cost-sharing requirements; and (3) regularly submit claims for reimbursement at the appropriate insurance rates on your behalf to the insurance company, with the appropriate insurance codes. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with you.

Efficiency and Assignment of Work. We strive to assign work that considers the capability, efficiency, and expertise necessary and appropriate for any given measure. In order to determine the chargeable time to be attributed to a given task, we consider the efficiency and expertise normally required for the task involved, the complexity or novelty of the task, our prior time investment in development of research materials or forms, the benefits to the client, and time limitations imposed by the client or circumstances. We pride ourselves on maintaining a team of attorneys (and legal staff) with varying years and types of expertise. For example, if a project requires extensive document review, we routinely assign the initial review to an experienced paralegal or associate, to ensure that the majority of the time commitment is spent at a lower rate, and a more senior attorney is only used for questions or final decisions.

Meeting Coverage. We regularly attend meetings for Districts where we serve as Solicitor. Do not hesitate to consider and schedule Solicitor attendance that makes sense for your District's needs (e.g., regular attendance, pre-meeting call-ins, Zoom/Teams meetings, on-call, or selected attendance on an as-needed basis).

Client File Retention. Please be advised that at the conclusion of any specified matter, we will maintain the file for seven (7) years. At the end of the seven (7) years, unless requested by you in writing, we will either scan or destroy the file in accordance with our firm's file retention and destruction policy. After the seven (7) year retention period, the decision whether to continue to retain or destroy a file will be a purely economic one determined at our sole discretion, unless we hear from you.

Current Rates. Our current hourly rates for chargeable time vary, depending upon the complexity of the matter involved and the attorney or staff member providing the service. We consider labor/employment, special education, and dedicated construction project guidance complex work requiring specialized knowledge. In these areas, the risk of litigation, amount of inter-agency coordination, need for "industry-knowledge," and demand for strategic and proactive defense measures is much higher than routine solicitor work. Not all members of our legal team are qualified to provide these higher-level services. As always, we will not increase rates for other specialty (environmental, tax, or real estate) matters, but will discuss with you in advance of any fee change. For the 2024-2025 fiscal year, our proposed hourly rates are as follows:

General Solicitor Work
$235.00 for Partners/Counsel
$215.00 for Associates
$145.00 for Paralegals or other professionals

Labor/Employment, Special Education,
and Dedicated Construction Project Guidance
$255.00 for Partners
$220.00 for Associates
$145.00 for Paralegals or other professionals

Commitments. We will communicate with you in a prompt and responsive manner. We operate on a 24-hour response policy and strive to respond to urgent communications as quickly as we can. We will keep you informed about the status of your work, particularly with significant developments, and with correspondence and documentation of significance. All of our attorneys respond to letters, emails, phone calls, and text messages. We will take reasonable steps to maintain confidentiality when utilizing less secure methods, like email or text message. However, our clients are asked to outline their preferred modes of communication and expectations, and we will do our best to adjust accordingly to ensure the most responsive representation. We also ask that you provide us with the documentation we need to make decisions to advise you, respond to our recommendations, and inform us of your decisions moving forward.

We will keep attorney-client information confidential. We will ensure the confidentiality of proprietary information, as well as student and personnel files.

We will notify you in a timely manner if a conflict arises in our representation. We will communicate with you in advance, if for any reason, our representation needs to change.

While we cannot guarantee any specific results, we will counsel effectively, evaluate responsibly, and advocate zealously.

We value long-term relationships with our clients. But you, as the client, retain the right to terminate our services at any time. Our firm also reserves the right to terminate our representation of you as a client, particularly if our ongoing representation would violate the Rules of Professional Conduct.

We look forward to providing you and the District with the region's most responsive, collaborative, efficient, creative, and effective counsel. That said, please do not hesitate to contact me, Brooke E.D. Say, or a member of our firm's Management Committee, Steven M. Hovis (Managing Partner), Garreth D. Pahowka, or Neil A. Slenker, if you should have any questions or comments.

We value our partnership with District and desire your specific feedback on our commitment.

Very truly yours,

STOCK AND LEADER

David M. Walker

David M. Walker

DMW/mejh
cc: Kerri Schumann, Billing

Board approved December 9, 2024
Michele Agee, Board Secretary

DEVOPAR
CONSULTING
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ADDENDUM A.1

ALL TERMS AND CONDITIONS CONTAINED IN THE SEPTEMBER 2024 BOARD APPROVED MASTER AGREEMENT REMAIN IN FORCE WITH THE EXCEPTION OF THE FOLLOWING ITEMS

1. EXPIRATION OF AGREEMENT

The expiration date of the master agreement is hereby extended from January 12, 2025 to June 30, 2025.

2. SCOPE

The daily rate and scope for interim business manager is no longer applicable. Devopar will continue to assist with districtwide capital planning along with any other projects or tasks in support of the business office transition as agreed to and approved by the Superintendent. under the hourly rate model contained in the master agreement.

Board approved December 9, 2024

Michele Agee, Board Secretary