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Derry Township School District
Board of Directors Meeting
April 14, 2025
Board of Directors Room 7:00 p.m.
Summary Minutes - XVIII

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:06 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Joshua Cysyk, Lindsay Drew, Ganesh Harinath, 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: Ryan MacPhee, Chloe Maitrejean, and Tulsi Patel

Solicitor: Dave Walker

Staff/Public in Attendance In-Person: Sarah Harmer, Jared Nicholson, Carol Pitts, Jason Reifsnyder, and Aaron Shuman

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Brandon Buterbaugh, Lisa Dalto, Paige Dalto, Ron Grutza, and Scott Harman

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, Lindsay Drew, Ganesh Harinath, 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:

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

The board had a workshop Wednesday, April 9, 2025 for Informational Items and will go into post executive session after the meeting tonight.

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 in to 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 a total of 2 submissions during the month of March. She also gave a Communications update that included details of the following:

- Upcoming Community & School Events
- End of Year Senior Items
- Engagement Metrics for the monthly Smore Newsletter
- Media Highlights
- Building Projects Update
- Communications Internship for 2025-26

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:

- STEEL Science Standards Presentation and implementation for 2025-26
- Twig Science program for K-8 - aligns with PA STEEL standards
    - approved for 30 day review
- AP Physics 1 textbook - previously on 30 day review now approved to go to the full board

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

Ryan MacPhee, Chloe Maitrejean, and Tulsi Patel gave a report that included the following:

- Hershey High School hosted an awesome pep rally on Friday, March 28 for the boys' basketball game and the spring sports
- Our basketball team played a great game, but fell to Neuman Goretti
- Our high school counselors met with the 11th grade class to discuss all things college applications
- KEY Club held their 10th annual Walk for Clean Water event raising $27,488.58 fully funding two freshwater wells for communities in the Kingdom of Eswatini
- Thursday is Represent Your Culture Day where the Representation of Asian Students Club, Muslim Student Association Club, and Racial Religion Relations Club have collaborated to give our students the opportunity to celebrate their culture by wearing traditional clothes

- Five Hershey Middle School students competed in the Central Pennsylvania Chapter of the National Civics Bee placing 1st and 3rd with two students advancing to the state round of the National Civics Bee
- The Hershey High School Wind Symphony and Orchestra performed at the PMEA All State Festival this weekend in the Poconos receiving excellent remarks and standing ovations from music educators from around the state

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:

- Approval of April 14, 2025, Board of Directors Summary Minutes
- Trip - PA Junior Academy of Science (PJAS)
- Online Auction of Busses
- CB Flooring
- Honor
    - Boys Basketball Team
    - Paul Blackburn - Coach of the Year
    - Cameron Sweeney - Player of the Year
- Budget Presentation

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

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

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

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, 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. Request for the Use of School Facilities
The Administration recommends the approval of the following Requests for the Use of School Facilities:

Group:	**Harrisburg Area YMCA**
Date/Time:	Monday - Friday, June 9, 2025 - August 15, 2025, 7:00 a.m. - 6:00 p.m.
Requested Facility:	Elementary School Gym, Cafeteria 2, Restrooms & Outside Grass Area
Event:	YMCA Summer Camp
Fee:	None

Group:	**Joy of Sports Foundation COED Kickball**
Date/Time:	Sundays, April 27, May 4, & May 18, 2025 1:00 p.m. - 3:00 p.m.
Requested Facility:	Memorial Football Field/Cinder Track
Event:	Kickball Games for Elementary Students
Fee:	None

4.c. Announcement of Staff Development Conferences

Staff Member:	**Brandon Buterbaugh**
Conference:	NAfME All Eastern Conference
Location:	Hartford Convention Center, Connecticut
Dates:	*April 23-27, 2025*

4.d. Approval of Policies (Reviewed Only)
The Administration recommends the approval of the following policies 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:

- Policy 201 - Admission of Students
- Policy 203 - Immunizations and Communicable Diseases
- Policy 203.1 - HIV Infection
- Policy 205 - Postgraduate Students
- Policy 206 - Assignment Within District
- Policy 207 - Confidential Communications of Students
- Policy 208 - Withdrawal From School
- Policy 209 - Health Examinations/Screenings
- Policy 209.1 - Food Allergy Management

- Policy 209.2 - Diabetes Management
- Policy 211 - Student Accident Insurance
- Policy 212 - Reporting Student Progress
- Policy 213 - Assessment of Student Progress
- Policy 215 - Promotion and Retention
- Policy 216 - Student Records
- Policy 218.3 - Discipline of Student Convicted/Adjudicated of Sexual Assault
- Policy 219 - Student Complaint Process
- Policy 223 - Use of Bicycles, Motor Vehicles and Other Conveyances
- Policy 224 - Care of School Property
- Policy 226 - Searches
- Policy 228 - Student Government
- Policy 229 - Student Fundraising
- Policy 230 - Public Performances by Students
- Policy 231 - Social Events and Class Trips
- Policy 232 - Student Involvement in Decision-Making
- Policy 235 - Student Rights/Responsibilities
- Policy 235.1 – Surveys
- Policy 239 - Foreign Exchange Students
- Policy 240 – Awards
- Policy 246 - School Wellness
- Policy 250 - Student Recruitment

4.e. Approval of Policies

The Administration recommends the approval of the following policies 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:

- Policy 005 - Organization
- Policy 308 - Employment Contract/Board Resolution
- Policy 103 Discrimination/Title IX Sexual Harassment Affecting Students
- Policy 104 - Discrimination/Title IX Sexual Harassment Affecting Staff

4.f. Giant Center

The Administration recommends the approval of the Giant Center Agreement to provide the venue for the 2025 Commencement.

4.g. IXL Learning

The Administration recommends the approval of the IXL Learning Subscription. This is a pilot for WIN Middle that includes student pilot accounts for free and professional development for staff.

4.h. Mixed Impressions DJs

The Administration recommends the approval of the Mixed Impressions DJs Agreement to provide DJ services for the high school homecoming dance.

4.i. CertaPro Painters

The Administration recommends the approval of the CertaPro Painters Agreements to provide summer projects painting at the high school.

4.j. Athletic Hall of Fame Operations Committee Members

The Administration recommends the approval of the listed Hershey High School Athletic Hall of Fame Operations Committee Members:

- Dan Hugendubler
- Ken Richter

5. NEW BUSINESS

5.a. Approval of CAIU 2025-2026 General Operating Budget

The Administration recommends the approval of the 2025-2026 Capital Area Intermediate Unit General Operating Budget. Derry Township School District's contribution to the General Operating Budget is $52,146.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the 2025-2026 Capital Area Intermediate Unit General Operating Budget with Derry Township School District's contribution of $$52,146 was approved.

Vote Results

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

5.b. Update 2025 Committee/Delegate Assignments

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Updated 2025 Committee/Delegate Assignments were approved.

Vote Results

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

5.c. Affiliation Agreement - Alvernia University

The Administration recommends the Board approve the affiliation agreement with Derry Township School District and the Alvernia University effective April 14, 2025.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Affiliation Agreement with Alvernia University was approved.

Vote Results

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

5.d. Agreement and Release

The Administration recommends the District accept and execute an Agreement to amicably resolve a Special Education matter in accordance with a confidential agreement between the District and the child/parents.

Minutes

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

Vote Results

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

5.e. Attendance Officers

The Administration recommends the board approve the following District staff to serve in the capacity of Attendance Officer for the 2024-25 school year:

Decicco, Alexandria
Funck, Jena
Michael Galloway
Gawel, Anna
Lombel, Kelly
Miller, Gregory
Schmidt, Lindsey
Stine, Heidi
Valentin, Erick
Wade, Laurie

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the Attendance Officers for the 2024-2025 school year were approved.

Vote Results

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

5.f. ePlus Technology

The Administration recommends the approval of the ePlus Technology Agreement for one year to provide Aruba Central, a cloud-based network management of the district's new switches in the high school and district office, ensuring streamlined monitoring and maintenance.

Minutes

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

Vote Results

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

5.g. EPLS

The Administration recommends the approval of the EPLS agreement to support and oversee the plan's prescription drug benefit program for the purpose of promoting clinical and financial improvements and meeting contractual obligations.

Minutes

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

Vote Results

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

5.h. True Rx Management Service - PSA

The Administration recommends the approval of the True Rx Management Service Agreement for the prescription drug plan to provide a cost savings to members and the district.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the True Rx Pharmacy Service Agreement was approved.

Vote Results

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

5.i. True Rx Management Service-BAA (retroactive)

The Administration recommends the retroactive approval of the True Rx Management Service Agreement to allow True Rx to set up the prescription drug plan in advance of the July 1 effective date.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Renz, the True Rx Business Associate Agreement was retroactively approved.

Vote Results

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

5.j. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified Staff:

Cromer, Charles
Cafeteria/Recess Aide
Intermediate Elementary School
Reason: Personal
Effective: 04/10/2025 (retroactive)

Rineman, Victoria
Cafeteria/Recess Aide
Early Childhood Center
Reason: Personal
Effective: 04/04/2025 (retroactive)

Limited Service Contract:

Gustantino, Michael
Assistant Coach - H.S. - Cross Country - Boys & Girls
Reason: Personal
Effective: 04/15/2025

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, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.k. Personnel - General

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

Classified Staff:

Castka, Maria (replacing Esther Diaz)
Cafeteria/Recess Aide
Intermediate Elementary School
Level A, 3.0 hours per day
Salary: $18.35 per hour
Effective: 04/15/2025

Doll, Amanda (replacing Alicia Shenk)
Cafeteria/Recess Aide
Early Childhood Center

Level A, 3.0 hours per day
Salary: $18.35 per hour
Effective: 04/15/2025

Schroeder, James (replacing Richard Cairo)
Custodian (2nd shift)
Elementary School
Full-time, 8.0 hours per day
Salary: $19.85 per hour
Effective: 04/15/2025

Welsh, Jessica (replacing Charles Cromer)
Cafeteria/Recess Aide
Intermediate Elementary School
Level A, 3.0 hours per day
Salary: $18.35
Effective: 04/15/2025

Transfer of Classified Staff:

Gawrys, Josephine* (replacing Edward Vargas Guzman)
From: Graphics Clerk
District Office
Full-time, 7.5 hours per day
Salary: $19.84 per hour
To: Computer Technician
Middle School
Act 93, Group 2
Salary: $42,500 (pro-rated)
Effective: To Be Determined

Teyral, Susan*
From: Substitute Bus Driver
Hours as needed
Salary: $20.98 per hour
To: Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $24.43 per hour
Effective: 03/25/2025 (retroactive)

Torres, Nadine*
From: Bus Driver
Level A, 5.25 hours per day
To: Substitute Bus Driver
Transportation

Hours as needed
Salary: $20.98 per hour
Effective: 04/22/2025

Limited Service Contract:

Lyons, Olivia Claycomb
Assistant Coach - M.S. - Soccer - Girls
Group G, Step 3
Salary: $2,045
Effective: 04/15/2025

Gustantino, Michael*
Head Coach - H.S. - Cross Country - Boys & Girls
Group D, Step 15
Salary: 6,446
Effective: 07/01/2025

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

2. The Administration recommends the approval of the following request in accordance with District Policy 338.1:

Stahl, Stacy*
Grade 5 Teacher
Intermediate Elementary School
Compensated Professional Development Leave
Effective: 08/18/2025 through 01/04/2026

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

Barton, Matthew*
Bus Driver
Transportation
Uncompensated Leave
Effective: Approximately 04/22/2025 through 08/18/2025

Minutes

Following a motion by Dr. Cysyk 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, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	

Not Cast: 0

6. DELEGATE REPORTS

6.a. PSBA

Minutes

The PSBA report was attached to the agenda. Dr. Cysyk shared that within the report is a link to the 2025 State of Education report that highlights the biggest challenges all districts are facing; student mental health, budget issues due to charter schools, and staffing.

6.b. CAIU

Minutes

The CAIU report is attached to the agenda.

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

There were no members with a report to share.

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included a number of district events and spectacular moments that make her thankful to be the superintendent of this district.

7.c. Board President's Report

Minutes

Ms. Drew gave a report to express appreciation of the administration for providing a lot of opportunities to be on the ground in and apart of things like the pep rally. There has become such a community and school spirit that has been elevated in such a way that hasn't been seen in a long time. She also congratulated the music department for all their accomplishments and appreciation for all they do for the students and the district.

8. RECOGNITION OF CITIZENS

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

Minutes

- There were no citizens requesting recognition by the board.

9. ADJOURNMENT

Minutes

The meeting was adjourned to post Executive Session at 7:32 p.m. following a motion by Dr. Cysyk and a second by Mrs. Renz.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, 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
April 28, 2025

Lindsay K. Drew
Board President

April 14, 2025 Virtual Attendance
Lisa Balanda
Mark Balanda
Brandon Buterbaugh
Lisa Dalto
Paige Dalto
Ron Grutza
Scott Harman

Docusign Envelope ID: 1884A963-85EC-490E-ACD8-F2683F25E991

VENUE USE AGREEMENT

THIS VENUE USE AGREEMENT ("Agreement") is entered into on February 11, 2025 by and between REGIONAL ARENA MANAGEMENT, LLC, a Pennsylvania limited liability company with its principal place of business at 550 West Hersheypark Drive, Hershey, Pennsylvania 17033, (hereinafter referred to as "RAM") and **Hershey High School, 30A E. Granada Ave., Hershey, PA 17033**, (hereinafter called **HERSHEY HIGH SCHOOL**).

BACKGROUND:

The Township of Derry Industrial and Commercial Development Authority ("Authority") is a public instrumentality validly existing under the laws of Pennsylvania and the owner of GIANT Center, which is a multi-use venue, located in the Township of Derry, Pennsylvania (the "GIANT Center"), and

The Authority has contracted with RAM to serve as its agent in managing GIANT Center. The Management Agreement between the Authority and RAM authorizes RAM to, among other things, enter into agreements for entertainment and sporting events at GIANT Center, and

HERSHEY HIGH SCHOOL desires to use GIANT Center, upon and subject to the provisions of this Agreement, for the event set forth in Paragraph 1 of this Agreement (the "Event").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, RAM and HERSHEY HIGH SCHOOL agree as follows:

1. **EVENT INFORMATION:**

EVENT:	Hershey High School Graduation
EVENT DATE(S):	Wednesday, June 4, 2025
EVENT TIME (S):	tbd
DOORS OPEN:	tbd
LOAD-IN:	Day of Event after 6:00 AM
LOAD-OUT:	IMMEDIATELY AFTER EVENT CONCLUDES.

2. **FEE / DEPOSIT:**

FEE: In consideration for the use of GIANT Center, HERSHEY HIGH SCHOOL agrees to pay RAM a fee of **NINE THOUSAND SEVENT HUNDRED NINETEEN DOLLARS ($9,719.00) PLUS ALL EXPENSES**. All monies are payable in United States currency at settlement on the day of Event, or immediately upon receipt of invoice following Event.

DEPOSIT: A deposit of **FOUR THOUSAND, EIGHT HUNDRED, FIFTY NINE DOLLARS** ($4859.00) is due and payable to RAM in United States currency upon signing of this Agreement. HERSHEY HIGH SCHOOL agrees to forfeit full deposit if the Event is cancelled or postponed. In addition, RAM shall be reimbursed for all management expenses and other incurred expenses.

If RAM has reasonable grounds for insecurity as to HERSHEY HIGH SCHOOL's ability or willingness to perform the Event, RAM shall have the right, in its reasonable discretion, to require HERSHEY HIGH SCHOOL to furnish a bond guaranteeing the faithful performance of the Event.

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3. **CONCESSIONS / MERCHANDISE / PARKING:**

3.1. RAM reserves all concessions and concession rights, including, but not limited to, food, beverage, parking, and all catering functions.

3.2. RAM will receive thirty percent (30%) commission of gross sales net of six percent (6%) Pennsylvania Sales Tax from all merchandise (programs, books, souvenirs, etc.) sold by RAM vendors or HERSHEY HIGH SCHOOL vendors. Six percent (6%) Pennsylvania Sales Tax will be retained and paid by RAM. RAM will receive a minimum guarantee of not less than One Thousand Two Hundred Dollars ($1,300.00) from all merchandise sales.

3.3. RAM will receive ten percent (10%) commission of gross sales net of six percent (6%) Pennsylvania Sales Tax from all sales of CD's sold. Six percent (6%) Pennsylvania Sales Tax will be retained and paid by RAM.

3.4. RAM has final approval of all merchandise displays or product sold within GIANT Center. If vendors other than GIANT Center vendors are used, HERSHEY HIGH SCHOOL agrees that they will be dressed appropriately in keeping with RAM's policy of creating a good public image and abide by all GIANT Center rules and policies.

4. **USE OF GIANT CENTER / CONDITIONS / RESTRICTIONS:**

4.1. HERSHEY HIGH SCHOOL shall provide RAM at least fifteen (15) business days before the first day of the Event, a full and detailed outline for approval by RAM of all Event and rider requirements, including stage, seating setups, and all such other information as may be required by RAM concerning the Event.

4.2. Events at GIANT Center shall end no later than 11:00 PM. HERSHEY HIGH SCHOOL covenants and agrees that the Event will not continue beyond the time specified above, Eastern Standard Time or Eastern Daylight Saving Times, whichever is then in use, and further agrees that should such Event continue beyond such time, HERSHEY HIGH SCHOOL shall pay to RAM, above and beyond that set forth in Paragraph 2 hereof, the sum of Five Hundred Dollars ($500.00) for each hour, or any fraction thereof, that the Event extends beyond the aforesaid time.

4.3. HERSHEY HIGH SCHOOL agrees that every public performance that is not staged within a single hour will have at least one (1) intermission period of not less than fifteen (15) minutes.

4.4. HERSHEY HIGH SCHOOL acknowledges that Pennsylvania has a public No Smoking law which prohibits anyone from smoking inside buildings. HERSHEY HIGH SCHOOL agrees to abide by and actively enforce the No Smoking law inside GIANT Center.

4.5. HERSHEY HIGH SCHOOL agrees that no tickets will be sold unless RAM receives in advance of the scheduled Event, a signed copy of this Agreement, technical rider, and insurance certificate.

4.6. In addition to the amounts listed above, HERSHEY HIGH SCHOOL shall pay and reimburse RAM for all other expenses, all necessary staffing, and any and all help necessary for the Event. RAM retains the right to determine the appropriate source and number of all staff and security personnel to operate the Event. The amount of the reimbursable expense, covered by this Paragraph shall include the cost referred to on the attached staffing and services estimate, identified as Event Estimate, which by this reference is incorporated herein, and shall be paid no later than the time of settlement for the Event or such earlier time as is specified by RAM. The amounts reflected on the attached Event Estimate staffing and services estimate are based on information provided to RAM at the formation of this Agreement and are subject to change.

4.7. HERSHEY HIGH SCHOOL is responsible for the proper use and care of GIANT Center. HERSHEY HIGH SCHOOL agrees to pay for the cost of any damage or repairs that may be necessary as a result of the use of GIANT Center by HERSHEY HIGH SCHOOL, reasonable wear and tear customary for such Event excepted.

4.8. Except as otherwise agreed to by RAM and HERSHEY HIGH SCHOOL, HERSHEY HIGH SCHOOL is responsible for providing, at its sole cost and expense, all materials, supplies, equipment, and props necessary for the Event (the "HERSHEY HIGH SCHOOL Property"). RAM shall not be responsible or liable for any HERSHEY HIGH SCHOOL Property that is lost, stolen, or damaged. HERSHEY HIGH SCHOOL is responsible for insuring the HERSHEY HIGH SCHOOL Property against any and all such loss or damage.

4.9. HERSHEY HIGH SCHOOL agrees to remove all HERSHEY HIGH SCHOOL Property or other effects immediately after the completion of the Event. Any property that is left in, on, or around GIANT Center by HERSHEY HIGH SCHOOL after a period of seven (7) days following the Event shall be deemed abandoned and become the property of RAM to be used or disposed of at the discretion of RAM.

4.10. RAM shall manage and control the operation of GIANT Center at all times, including but not limited to enforcement of all rules and regulations and/or applicable law.

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5. **ALTERATIONS:**

5.1. HERSHEY HIGH SCHOOL shall make no alterations or improvements of, or attachments of any kind to GIANT Center, without the prior approval of RAM, which may be withheld or conditioned in its sole discretion.

5.2. RAM may, at any time, remodel, make alterations, additions, improvements, and repairs to the whole or any part of GIANT Center.

6. **INDEMNIFICATION:**

6.1. To the fullest extent permitted by law, HERSHEY HIGH SCHOOL shall indemnify, defend and hold harmless RAM, the Authority, Hershey Entertainment & Resorts Company (owner of RAM), and the owners, directors, officers, employees, agents, and affiliated and related entities of each ("RAM Indemnitees") from and against any and all claims, liability, injury, damage or expense incurred, including reasonable attorneys' fees, expert fees, and costs of litigation (collectively referred to as "Claims") to the extent such Claims arise out of or relate to HERSHEY HIGH SCHOOL and/or artist's use of GIANT Center, which shall include, but is not limited to: (i) any breach by HERSHEY HIGH SCHOOL of this Agreement or any of HERSHEY HIGH SCHOOL warranties or representations contained herein, (ii) any acts or omissions by HERSHEY HIGH SCHOOL, artist, or their employees, agents, subcontractors, or any other person or member of the Event production, (iii) any merchandise or products distributed or sold by HERSHEY HIGH SCHOOL and/or artist, and (iv) Claims made by third parties against the RAM Indemnitees alleging that any intellectual property provided to RAM by HERSHEY HIGH SCHOOL for use in connection with advertising and promoting the Event infringes a patent, trademark, or copyright held by such parties.

6.2. To the fullest extent permitted by law, RAM shall indemnify, defend, and hold harmless HERSHEY HIGH SCHOOL, its owners, directors, officers, employees, and agents ("HERSHEY HIGH SCHOOL Indemnitees") from and against any and all Claims to the extent such Claims arise out of or related to: (i) any breach by RAM of this Agreement or any of RAM's warranties or representations contained herein, (ii) any acts or omissions by RAM, its employees, agents, or subcontractors, and (iii) Claims made by third parties against the HERSHEY HIGH SCHOOL Indemnitees alleging that any intellectual property provided to HERSHEY HIGH SCHOOL by RAM for use in connection with advertising and promoting the Event infringes a patent, trademark, or copyright held by such parties.

7. **INSURANCE:**

7.1. HERSHEY HIGH SCHOOL, at its sole cost and expense, shall carry and maintain throughout the load in and load out dates, adequate insurance to cover its obligations under this Agreement. Such insurance shall include, but is not limited to:

(i) Commercial General Liability Insurance (including coverage for intellectual property infringement claims) for limits of not less than Three Million Dollars ($3,000,000.00) for each single occurrence and Five Million Dollars ($5,000,000.00) aggregate;

(ii) Statutory Workers' Compensation and as approved self-insurer by the Commonwealth of Pennsylvania.

(iii) Automobile Liability Insurance with a limit of not less than One Million Dollars ($1,000,000.00) combined and covering all owned, non-owned and hired vehicles;

Insurance must be with companies licensed to do business in the United States and have an A. M. Best's Financial Strength rating of A- VII or better. All insurance policies must be written on an occurrence policy form. HERSHEY HIGH SCHOOL shall provide RAM with a Certificate of Insurance as evidence of the insurance required in this Paragraph. **HERSHEY HIGH SCHOOL shall name Regional Arena Management, LLC, The Township of Derry Industrial and Commercial Development Authority, and Hershey Entertainment & Resorts Company as additional insureds on its liability policies.** HERSHEY HIGH SCHOOL shall give RAM reasonable, but in no event less than thirty (30) days written notice before any cancellation, modification or material change to any policy(ies) required under this Paragraph and renewal certificates shall be provided at least ten (10) days prior to policy expiration. Neither the requirement of HERSHEY HIGH SCHOOL to carry and maintain insurance nor RAM's acceptance of evidence of insurance will in any manner limit or qualify the liabilities and obligations assumed by HERSHEY HIGH SCHOOL under this Agreement.

8. **FORCE MAJEURE EVENTS:**

8.1. Neither party shall be held liable or responsible for any failure or delay in the performance of its obligations under this Agreement to the extent such failures or delays are caused by (i) acts of war, (ii) terrorism, (iii) civil riots, (iv) acts of government, or (v) Acts of God (including, but not limited to, floods, windstorms, and tornadoes) which make performance illegal or impossible (collectively referred to as "Force Majeure Events"). The parties expressly acknowledge that Force Majeure Events specifically exclude financial inability to perform, economic conditions, and events relating to a party's fault or negligence. Upon the occurrence of a Force Majeure Event, the parties' respective obligations hereunder will be excused fully, without any penalty, for the duration of the Force Majeure Event and each party shall bear its own costs incurred in connection with the Agreement. HERSHEY HIGH SCHOOL understands and agrees that the RAM Indemnitees shall not be responsible or liable for any loss or damage to the HERSHEY HIGH SCHOOL Property as a result of a Force Majeure Event.

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9. **NOTICE OF BREACH:**

9.1. Each party agrees to give the other party prompt written notice of any alleged breach of the Agreement, including any and all riders and addenda attached thereto, together with a reasonable opportunity to respond and to cure and/or resolve the same. In the event of an uncured breach, the non-breaching party may, upon written notice, terminate the Agreement. Each Party shall have, in addition to and not in lieu of the remedies set forth herein, the right, if there is an uncured breach, to exercise all of its rights and remedies against the defaulting party, at law or in equity. All such rights and remedies may be exercised cumulatively or singly, at the sole discretion of the non-defaulting party.

10. **ADVERTISING / SIGNS / POSTERS:**

10.1. If advertising is placed by RAM, RAM shall receive a fifteen percent (15%) handling charge of the total amount of advertising dollars spent for the Event. If RAM does not place any advertising, there will not be a charge.

10.2. If advertising is not placed by RAM, all advertising must be submitted to RAM for review and approval before placement.

10.3. HERSHEY HIGH SCHOOL agrees to use the RAM approved GIANT CENTER logo on all printed advertisements.

10.4. HERSHEY HIGH SCHOOL will not post or allow to be posted, any signs, cards or posters except upon such display areas as RAM may provide. Use of such areas is a non-exclusive right. All material is subject to prior written approval of RAM. RAM retains the right to sell and receive advertising monies and sponsorships relating to the venue, as it deems appropriate in its sole discretion.

10.5. HERSHEY HIGH SCHOOL shall notify RAM, in writing, of all national tour sponsors for the Event upon the execution of this Agreement. All other sponsors for the Event must be approved by RAM and cannot conflict with any existing or future exclusive sponsorship of RAM and/or GIANT Center.

10.6. No stickers or materials with adhesive backing will be distributed under any circumstances.

10.7. Helium balloons are not permitted in GIANT Center without RAM's prior written approval. Balloon removal will be an additional expense to HERSHEY HIGH SCHOOL.

11. **COPYRIGHT LICENSES / PERMISSION:**

11.1. HERSHEY HIGH SCHOOL represents and warrants to RAM that all copyright or trademark protected programming/content to be presented during the Event is owned by HERSHEY HIGH SCHOOL or has been duly licensed to HERSHEY HIGH SCHOOL by the owners of all respective intellectual property or their representatives. In addition, HERSHEY HIGH SCHOOL shall obtain, at its own expense, any licenses and pay any royalties which HERSHEY HIGH SCHOOL may owe for the sale or distribution of copyright or trademark protected material during the Event.

11.2. If music is involved, HERSHEY HIGH SCHOOL agrees to pay all music license fees, such as SESAC, ASCAP, and BMI fees, as necessary. In the event HERSHEY HIGH SCHOOL does not pay the applicable music license fees, RAM will withhold such fees from the Event settlement amount and pay the appropriate performing rights organization(s).

11.3. HERSHEY HIGH SCHOOL agrees to indemnify, defend, and hold harmless the RAM Indemnitees from and against any and all Claims that may arise in connection with HERSHEY HIGH SCHOOL representations, warranties, and obligations set forth in this Paragraph, including any fines, interest, or penalties assessed by third-parties.

12. **ANNOUNCEMENTS:**

12.1. RAM reserves the right to make announcements during intermission, or at another pre-determined time as decided by RAM, which would relate briefly to future events at GIANT Center. RAM is also entitled to make such announcements, as it may deem necessary at any time in the interest of public safety. HERSHEY HIGH SCHOOL agrees that it will cooperate and will cause artist and their employees, subcontractors, agents and all other people or members of the Event production to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats.

13. **SERVICES PROVIDED:**

13.1. RAM will provide at its sole cost, heating and overhead lights for ordinary use. RAM will provide one (1) daily cleaning of all public areas prior to the Event and between performances for Events with more than one (1) performance on a single day. Available dressing rooms and production offices will be provided as part of the normal rental fee.

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13.2. All additional or special services, including, but not limited to, technical staff, set-up of temporary floor chairs, erection of stage, rigging, barriers, stagehands, or equipment rental requested by HERSHEY HIGH SCHOOL shall be mutually agreed upon and paid for by HERSHEY HIGH SCHOOL at the published rates on the Event Estimate.

14. **PUBLIC SAFETY:**

14.1. HERSHEY HIGH SCHOOL agrees that at all times it will conduct its activities with full regard to public safety, and will observe and abide by all applicable laws, rules, and regulations and requests by duly authorized governmental agencies responsible for public safety and with RAM to assure such safety.

14.2. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by HERSHEY HIGH SCHOOL and shall not be used for any purpose other than ingress or egress to and from the premises by HERSHEY HIGH SCHOOL, unless prior written permission is obtained from RAM.

14.3. HERSHEY HIGH SCHOOL agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon, including, but not limited to, pyrotechnic displays, without the prior written approval of RAM, which may be withheld or conditioned in RAM's sole discretion. All material brought in must meet Fire Department and local regulations, and it will be the sole responsibility of HERSHEY HIGH SCHOOL to obtain approval of such material from the jurisdiction having authority.

15. **PERFORMANCE APPROVAL:**

15.1. RAM retains the right to approve the performance, exhibition, or entertainment to be offered pursuant to this Agreement and HERSHEY HIGH SCHOOL agrees that no such activity or part thereof shall be given or held if RAM delivers to HERSHEY HIGH SCHOOL written objection on the grounds the activity violates criminal statutes, fails to uphold event advertising claims, or violates content restriction imposed by RAM in good faith.

16. **COMPLIANCE WITH LAWS AND REGULATIONS:**

16.1. HERSHEY HIGH SCHOOL agrees to comply with all applicable laws, ordinances (including, but not limited to the Derry Township Transient Retail Business Ordinance, if applicable), rules, and regulations adopted or established by federal, state, or local governmental agencies or bodies and with all GIANT Center rules and regulations.

17. **ASSIGNMENT AND SUBLETTING:**

17.1. HERSHEY HIGH SCHOOL shall not encumber or assign this Agreement or any part thereof or sublet GIANT Center or any portion thereof, without the prior written consent of RAM, which may be withheld or conditioned in its sole discretion.

18. **STATUS OF PARTIES:**

18.1. The relationship of the parties shall be that of landlord and tenant and nothing herein shall be construed to make RAM and HERSHEY HIGH SCHOOL partners or joint venturers.

19. **BINDING EFFECT:**

19.1. This Agreement becomes null and void if not signed and returned within sixty (60) days of issue date or thirty (30) days before Event date, whichever occurs first. If a signed copy of this Agreement is not received by such dates, the Event date(s) will be released and become available for other events.

19.2. This Agreement shall be binding on the parties and their respective successors and assigns.

20. **GOVERNING LAW / VENUE:**

20.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and both parties consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

21. **SEVERABILITY / NO WAIVER:**

21.1. The provisions of this Agreement are severable, and should any provision thereof be determined to be invalid, that shall not set aside any other provision of this Agreement.

21.2. No waiver by either party of a breach or default under this Agreement shall be deemed a waiver by such party of a subsequent breach or default of like or similar nature.

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22. **SURVIVAL:**

22.1. The obligations of the parties set forth in this Agreement that by their terms extend beyond or survive the termination or expiration of the term of this Agreement shall not be affected or diminished in any way by the termination or expiration of the Event or this Agreement.

23. **ENTIRE AGREEMENT:**

23.1. This Agreement represents the entire understanding between the parties and supersedes all previous representations, understandings, or agreements, oral or written, between the parties with respect to this subject matter and cannot be modified except by a written instrument signed by both parties.

23.2. The parties agree that receipt by fax or email of this Agreement signed by the other party is legally binding and such fax or email copy is legally equivalent to the original for any and all purposes, including litigation. This Paragraph does not apply if the fax or email copy of the Agreement is not legible and easily readable.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this instrument as of the date of the last signature below.

REGIONAL ARENA MANAGEMENT, LLC,

DocuSigned by:
Vikki Hultquist
63DB63F3409B411...

Name: Vikki Hultquist
Title: Vice President, Operations

Date: May 28, 2025

HERSHEY HIGH SCHOOL

Name: Lindsay Drew
Title: President, School Board

Date: April 14, 2025

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2025 GIANT CENTER ESTIMATE SHEET

Event: Hershey High School Graduation 2025 **Date: June 4, 2025**

FACILITY RENT:				$9,719.00
RENT TOTAL:				$9,719.00
STAFFING:				
Changeover			$5,150 Reduced to	$2,575.00
Cleanup			$3,600 Reduced to	$1,800.00
Custodial (During event)	hours @	$56.75 /hour		$0.00
Electrician*	13 hours @	$72.25 /hour		$939.25
Forktruck & Operator*	hours @	$72.25 /hour		$0.00
Labor Crew	hours @	$62.75 /hour		$0.00
Nurse and/or EMT	16 hours @	$33.00 /hour		$528.00
Riggers	48 hours @	$96.50 /hour		$4,632.00
Security	113 hours @	$20.75 /hour		$2,344.75
Stagehands				TBD
Ushers/Head Ushers/Ticket Sellers & Takers	37 hours @	$16.25 /hour		$601.25
STAFFING TOTAL:				$13,420.25
EQUIPMENT RENTAL:				
Audio - In-House		Arena Bowl		$825.00
Backdrop	1 @	$750.00 /flat		$750.00
Motors & Truss for Backdrop	1 @	$900.00 estimate, based on requirements		$900.00
Barricade:				
Bike Rack	pieces @	$15.00 /each		$0.00
Chairs	360 chairs @	$3.50 /each		$1,260.00
Cones	cones @	$3.50		$0.00
Dasherboard Cover		$140.00		$130.00
Easels	easels @	$10.00 /each		$0.00
Electrical Hookups	hookups @	$105.00 /each		$0.00
Fencing				$0.00
Garbage & Cleaning				
Parking Lot Prep				
Pipe & Drape:				
In-house (limited supply)	feet @	$4.00 /foot		$0.00
Rental	Quoted based on requirements			$0.00
Portajohns	Quoted based on requirements			$0.00
Refrigerators				$0.00
Risers	3 Risers @	$50.00 Riser		$150.00
Seminar Table				$0.00
Spotlights (not including operators)	2 spotlights @	$85.00 /each		$170.00
Stage	1 @	$775.00 /Flat		$775.00
Tables	2 tables @	$14.00 /each		$28.00
Tables w/ Skirts	12 tables @	$19.00 /each		$228.00
Telecommunications:				
Internet (unlimited connections)	@	$291.00 /flat		$0.00
Phones	lines @	/line, plus long distance		$0.00
Tent Rental	Quoted based on requirements			$0.00
Ticket Booths				$0.00
Towels:				
White	towels @	/each		$0.00
Colored	towels @	/each		$0.00
Turnstiles	turnstiles @	/each		$0.00
Two-way Radios (limited number)	radios @	/each		$0.00
Videoboard				$2,275.00
Water & Sewage				$0.00
EQUIPMENT RENTAL TOTAL:				$7,491.00
MISCELLANEOUS:				
Advertising Buy	15% of total placement, if placed by GIANT Center			$0.00
Amusement Tax	$.85 per ticket sold			$0.00
BMI / ASCAP / SESAC				$0.00
Catering				$0.00
Credit Card Fees	4.0% of credit card sales			$0.00
Lighting Production	Quoted seperately based on requirements			TBD
Merchandise				$0.00
MISCELLANEOUS TOTAL:				$0.00
TOTAL EXPENSES:				$30,630.25

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

QUOTE

QUOTE # 1356820-2
DATE: JANUARY 23, 2025

TO:
Diana Cole
Derry Township School District
PO BOX 898
HERSHEY, PA 17033

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Meaghan Bullock		January 23, 2025 - August 15, 2025	February 22, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 6-8) Subjects: Math, ELA, Science, and Social studies	1250	$17.32	$21,650.00
Pilot discount			-$21,650.00
Auto-rostering services included			
SAML single sign-on services included			
		Total List Price	$21,650.00
		Savings	$21,650.00
		Total Net Price	$0.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
Pilot Package: 501 - 1249 students	1	$1,250.00	$1,250.00
		Total Price	$1,250.00

TOTALS	
Total Subscriptions List Price	$21,650.00
Total Services List Price	$1,250.00

Total Savings	$21,650.00
Grand Total	$1,250.00

This quote with total savings of **$21,650.00** is valid until **February 22, 2025.**

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1356820-2. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1356820-2
January 23, 2025

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

CUSTOMER

Diana Cole
Derry Township School District
PO BOX 898
HERSHEY, PA 17033

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Meaghan Bullock	1356820-2	January 23, 2025 - August 15, 2025

PAYMENT PLAN

Amount	Invoice date
$1,250	February 6, 2025
TOTAL	**$1,250**

Price valid until February 22, 2025

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** April 14, 2025

IXL LEARNING

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 website's 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 Learning's 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 individual's 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 Children's 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 MONTH'S 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.

Mixed Impressions DJs

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

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

BOOKING CONTRACT

Agreement made on Monday, February 24, 2025 by and between
Mixed Impressions DJ's Entertainment and:
Angela Henning (5797359)
Hershey High School
PO Box 898 Homestead Road, Hershey, PA 17033
Work: 717-531-2244

1. Employment: We shall provide, and you shall hire the services of
Mixed Impressions DJ's Entertainment
for which we will provide the following services at your event as agreed upon. Said services are set forth herein:

Event Type: **High School Dance** - - - - - - - - - - - - - - -Times: **7:00 PM** till **10:00 PM**

Event Date: **Saturday, October 18, 2025** - - - - - - - - - - - Package: **High School Event (Classic Show) $1,195.00**

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

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

$1,195.00 minus **$100.00** non-refundable deposit leaving a balance of: **$1,095.00**

3. Event Details: **Homecoming Dance**

4. Mixed Impressions will be permitted to set up equipment at: **5:00 PM.**

5. Additional services will be provided at: **$100.00** per hour. - - - - - Attire: **Shirt / Tie**

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

Gratuities paid to the DJ/Entertainer(s) are the sole property of those individuals.
Please sign and return one copy of the contract along with the deposit to the address above. Unless other arrangements have been made all contracts must include deposits or some form of payment with a signed copy of the contract. Further payments may be made at any time and mailed to MIDJs. If any discrepancies or additions to the contract, please contact MIDJs immediately. If a contract is not returned within the allocated time frame, Mixed Impressions DJs has the right to consider this contract null and void.
PLEASE RETURN CONTRACT WITHIN 20 DAYS OF DATE SENT.

Mixed Impressions DJ: Matt H. Oh **Date:** 2/24/25

Authorized Signature: _____ **Date:** April 14, 2025

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Mike Dillon
3438 Trindle Road, Suite 208
Camp Hill, PA 17011
(717) 761-2248

http://Harrisburg.certapro.com
License: PA020185 1-888-520-6680
Contractor License: PA020185 1-888-520-6680

COMMERCIAL INTERIOR
Proposal #: Interior Proposal - Hershey Highschool Classrooms
Job #: JOB-1417-3604
Date 01/16/2025

SHERWIN WILLIAMS.
We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Hershey Highschool - Classrooms
550 Homestead Road
Hershey, PA 17033
(717) 534-2501
jfready@hershey.k12.pa.us

PREPARED BY

David Houck
Commercial Sales Associate
717-805-0784
dhouck@certapro.com

CLIENT

Hershey High School
550 Homestead Road
Hershey, PA 17033
(717) 531-2202
jfready@hershey.k12.pa.us

CLIENT CONTACTS

John Fready
Director of Buildings and Grounds
W: (717) 534-2501
M: (717) 531-2202
E: jfready@hershey.k12.pa.us

PRICING:

Base Price:	$6,292.00
Subtotal:	**$6,292.00**
Previous Customer Discount	-$300.00
Total:	**$5,992.00**
Deposits Due	$2,396.80
Balance	**$3,595.20**

GENERAL SCOPE OF WORK

1. Interior Painting at Hershey Highschool.
2. Base Price includes Classrooms 107/109, 108 and Faculty Lounge/Adjoining Rooms
3. Surfaces include Walls and Electrical Chases only
4. Color: Reflection SW7661
5. Project to be conducted during summer break
6. **Costars Member - Vendor #556387 / Contract #008-E23-1223**

INCLUDES AND EXCLUDES

INCLUDES:

Price includes Paint, Labor and Material

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not specifically listed in the proposal

SURFACE PREPARATION

- Prime bare and new work
- Scuff sand and smooth walls
- Scuff sand trim
- Seal stains

This default is empty.

SET-UP

CUSTOMER TO:

CERTAPRO WILL COVER & PROTECT
Fixtures , Floors , Furniture , Surfaces not to be painted

Allow clear access to work areas , Empty Cabinets , Remove all paintings, pictures and wall decorations , Remove small and fragile objects , Remove wall mounted electronics

CERTAPRO WILL
Maintain clean work area , Move furniture as required , Remove and return switch plates and outlet covers

This default is empty.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Included Details			
Classrooms	SuperPaint-Acrylic Latex-Satin	2 / 0	Reflection SW7661

Includes 107/109 and 108. Surfaces include Walls/Electrical Chases around the perimeter of Rooms, (2) Door Frame sides.

Job scope
- Prep walls (fill cracks/holes, scuff sand to promote paint adhesion, spot prime bare surfaces).
- Apply 2 full coats of Sherwin Williams Premium Interior Latex finish in Satin sheen and **Pro Industrial Alkyd Urethane in Semi-Gloss Sheen to Door Frames.** Color: "Reflection" SW7661 to Walls and "In the Navy" SW9178 to Door Frames.

Faculty Lounge	SuperPaint-Acrylic Latex-Satin	2 / 0	Reflection SW7661

Includes Adjoining Rooms. Surfaces include Walls around the perimeter of Rooms, (3) Door Frame sides.

Job scope
- Prep walls (fill cracks/holes, scuff sand to promote paint adhesion, spot prime bare surfaces).
- Apply 2 full coats of Sherwin Williams Premium Interior Latex finish in Satin sheen and **Pro Industrial Alkyd Urethane in Semi-Gloss Sheen to Door Frames.** Color: "Reflection" SW7661 to Walls and "In the Navy" SW9178 to Door Frames.
- Slide Rolling File cabinets as each section completes in the File room.

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.
At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. ***Please note that water damage and nail pops are structural issues, and are not painting related warranty issues***.
CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.
I wanted all of the paragraphs when ending to skip a line and yes there are certain areas that I wanted to have blue text. I am also having a problem with the choices on the exclusion section are not printing up on our proposals despite them being entered on the defaults. The exclusion choices also do not have boxes that you could check but the exclusions that I do have entered are not printing on the proposal.

ADDITIONAL NOTES

ACCENT WALLS:
If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of $150 per Accent Wall will be added to the pretax total, due to the additional labor and materials required.
3rd COAT OF PAINT:
There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.
PAYMENT METHODS:
We accept checks,
If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project.
PAYMENT TERMS:
A deposit may be requested to cover material costs approximately 40% due by the start of the project. The balance or payment in full is due upon completion of the project.

SIGNATURES



01/16/2025
CertaPro Painters Authorized Signature — Date



April 14, 2025
Authorized Client Signature — Date

Lindsay K. Drew, School Board President
Authorized Client Representative Name & Title

Derry Township School District
Client

PROPERTY PHOTO AND VIDEO RELEASE

☑ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Mike Dillon**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Mike Dillon
3438 Trindle Road, Suite 208
Camp Hill, PA 17011
(717) 761-2248

http://Harrisburg.certapro.com
License: PA020185 1-888-520-6680
Contractor License: PA020185 1-888-520-6680

COMMERCIAL INTERIOR
Proposal #: Interior Proposal - Hershey Highschool Gym/Audio Entrance
Job #: JOB-1416-1740
Date 12/18/2024

We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Hershey Highschool - Gym/Audio Entrance/Hall
550 Homestead Road
Hershey, PA 17033
(717) 534-2501
jfready@hershey.k12.pa.us

PREPARED BY

David Houck
Commercial Sales Associate
717-805-0784
dhouck@certapro.com

CLIENT

Hershey High School
550 Homestead Road
Hershey, PA 17033
(717) 531-2202
jfready@hershey.k12.pa.us

CLIENT CONTACTS

John Fready
W: (717) 534-2501
M: (717) 531-2202
E: jfready@hershey.k12.pa.us

PRICING:

Base Price:	$41,417.00
Subtotal:	**$41,417.00**
Previous Customer Discount	-$2,070.85
Total:	**$39,346.15**
Deposits Due	$15,738.46
Balance	**$23,607.69**

GENERAL SCOPE OF WORK

1. Interior Painting @ Hershey Highschool
2. Areas Include: Gym/Audio Entrance and adjacent Hallways.
3. Surfaces include: Gypsum Board Walls, Ceiling/Bulkheads in Entrance (exclude gypsum board), Columns, Previously Painted Doors/Frames, Window Frames **(Both sides of Egress Doors/Frames and Window Frames, Entrance/Hall side only),** Metal Base Plates.
4. Colors: Field Color - "Reflection" (SW7661), Accent Color - "In the Navy" and "Ceiling White" to Bulkheads/Ceiling.
5. Project start targeted for Summer Break 2025
6. Optional pricing provided for Team Hall
7. **Costars Member - Vendor #556387 / Contract #008-E23-1223**

INCLUDES AND EXCLUDES

INCLUDES:

Price includes Paint, Labor and Material

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not specifically listed in the proposal

SURFACE PREPARATION

- Fill cracks and holes in ceiling
- Fill gaps and holes in woodwork
- Prime bare and new work
- Scuff sand and smooth walls
- Scuff sand trim
- Seal stains

This default is empty.

SET-UP

CUSTOMER TO:
Allow clear access to work areas , Empty Cabinets , Remove all paintings, pictures and wall decorations , Remove small and fragile objects , Remove wall mounted electronics

CERTAPRO WILL
Maintain clean work area , Move furniture as required , Remove and return switch plates and outlet covers

This default is empty.

CERTAPRO WILL COVER & PROTECT
Fixtures , Floors , Furniture , Surfaces not to be painted

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Included Details			
Ceiling/Bulkhead	ProMar Ceiling-Latex-Flat	2 / 0	Ceiling White

Includes Gym/Audio Entrance. Accent edge of Bulkhead with "In the Navy". Balance - Ceiling White

Job Scope
- Prep - Cover to protect surfaces that will not be painted. Spot Prime bare surfaces. Scuff sand to promote paint adhesion.
- Application Process - Brush/Roll. Apply 2 full coats of Sherwin Williams Premium Interior Latex to specified surfaces. Color: Primarily "Ceiling White". **"In the Navy" to Bulkhead edge.**

Trim	Pro Industrial Acrylic Urethane-Enamel-Semi-Gloss	2 / 0	In the Navy SW9178

Includes: Previously Painted Doors/Frames (Both sides to to Entrance Egress), Window Frames (Both sides entrance) and existing brown colored Base Plates located throughout Entrance and Halls.

Job Scope
- Prep - Cover to protect surfaces that will not be painted. Caulk around Frames as required. Spot Prime bare surfaces. Scuff sand to promote paint adhesion.
- Application Process - Brush/Roll. Apply 2 full coats of Sherwin Williams Premium Interior Acrylic Urethane to specified surfaces. Color: "In the Navy".

Walls	SuperPaint-Acrylic Latex-Satin	2 / 0	Reflection SW7661

Includes Gym/Audio Entrance and Halls. Stop at Phys Ed Dept and Academic Wing Library.

Surfaces include: Block Walls, and Columns. **Requires 3 coats to Columns**

Job Scope
1. Prep - Cover to protect surfaces that will not be painted. Fill cracks/holes as required. Spot prime bare surfaces. Scuff sand to promote paint adhesion.
2. Application Process - Brush/Roll. Apply 2 full coats of Sherwin Williams Premium Interior Latex Finish. Colors: Primarily "Reflection" with **"In The Navy" to some overhead Accent areas and Columns**

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.
At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. ***Please note that water damage and nail pops are structural issues, and are not painting related warranty issues***.
CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.
I wanted all of the paragraphs when ending to skip a line and yes there are certain areas that I wanted to have blue text. I am also having a problem with the choices on the exclusion section are not printing up on our proposals despite them being entered on the defaults. The exclusion choices also do not have boxes that you could check but the exclusions that I do have entered are not printing on the proposal.

ADDITIONAL NOTES

ACCENT WALLS:
If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of $150 per Accent Wall will be added to the pretax total, due to the additional labor and materials required.
3rd COAT OF PAINT:
There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.
PAYMENT METHODS:
We accept checks,
If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project.
PAYMENT TERMS:
A deposit may be requested to cover material costs approximately 40% due by the start of the project. The balance or payment in full is due upon completion of the project.

SIGNATURES

	12/18/2024		April 14, 2025
CertaPro Painters Authorized Signature	Date	Authorized Client Signature	Date

Lindsay K. Drew, School Board President
Authorized Client Representative Name & Title

Derry Township School District
Client

PROPERTY PHOTO AND VIDEO RELEASE

☑ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Team Hall	Includes Painting: Walls, Doors/Frames and Existing Brown Metal Base Plates. Colors to match Entrance/Halls from Base Plan.	$2,082.00

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Mike Dillon**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

To: Derry Township School District Board of Directors
From: John Christopher, HHS Athletic Hall of Fame Committee Chair
Date: April 7, 2025
Subject: HHS Athletic Hall of Fame Operations Committee Appointments

Dear School Board Directors,

Due to the resignation of Nikki Smith Fisher and the passing of Vince Pantalone, the Hershey High School Athletic Hall of Fame Operations Committee would like to recommend Dan Hugendubler and Ken Richter to fill the vacancies currently on the committee.

Dan Hugendubler is a 1985 graduate of Hershey High School, a well respected teacher, and longtime coach in the Derry Township School District.

Ken Richter is a 1977 graduate of Hershey High School. He also graduated from Lock Haven University. He was a well respected teacher, and basketball coach at Steel High, where he led them to a PIAA state championship, and he also coached at Central Dauphin East. Ken is 2014 Inductee into the Hershey High School Athletic Hall of Fame.

As per our by-laws, we are to present their names to the school board for approval. Once they have been approved by the school board, the Operations Committee will take a final vote to accept them. We ask that you please approve them for addition to our Operations Committee.

Thank you,

John Christopher
Chairman, HHS Athletic Hall of Fame

RESOLUTION

Regarding the Capital Area Intermediate Unit General Operating Budget for the 2025-26 Fiscal Year

Section 9-964(6) of the Pennsylvania School Code of 1949 as amended, requires that each intermediate unit budget "shall be approved by (i) at least a majority of the school districts comprising the intermediate unit; and (ii) at least a majority of the proportionate votes of all school directors".

At a meeting held on April 14, 2025 by a vote of 9 aye to 0 nay, with 0 abstaining and 0 absent, as recorded in the minutes, the members of the School Board of the Derry Township School District, a member of the Capital Area Intermediate Unit, approved ✓ or disapproved _____ the General Operating Budget of the Capital Area Intermediate Unit for the 2025-26 fiscal year.

Board President — April 14, 2025 Date

Attest:

Board Secretary — April 14, 2025 Date

Instructions: Please e-mail this completed form as a PDF to dmoran@caiu.org, or send by US Postal Service to Daren Moran, CAIU Business Office, 55 Miller Street, Enola, PA 17025. Each school district is required to file a copy of this form with the CAIU and it is made part of the CAIU budget file to confirm compliance with PA School Code Section 9-964(6).

Capital Area Intermediate Unit

General Operating Budget
for the 2025-26 Fiscal Year

Capital Area Intermediate Unit
General Operating Budget
For the 2025-26 Fiscal Year

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Budget Review and Approval Schedule

January 8, 2025	SAC Finance
January 13, 2025	Board Finance
January 23, 2025	Proposed Preliminary Budget presented to CAIU Board of Directors as a first reading.
February 12, 2025	SAC Presentation
February 27, 2025	Final Budget presented to CAIU Board of Directors for approval.
February 28, 2025	Budget material distributed to each school district for delivery to district School Board members.
February - April 2025	Budget placed on school board meeting agendas for each school district and acted upon by school boards. Board vote reported back to CAIU by yea, nay, abstain, or absent.
By May 1, 2025	Final budget and summary of school district voting results submitted by CAIU to the Pennsylvania Department of Education.
May 2025	Pennsylvania Department of Education accepts final budget.

Executive Summary

Introduction

Unlike school districts that receive public funding primarily through property taxes and funding from the Commonwealth of Pennsylvania, the CAIU does not receive unrestricted state support. This source of funding was eliminated from the State budget in 2011-12. The CAIU therefore operates following a business model and provides a variety of services primarily to school districts and the Pennsylvania Department of Education (PDE).

The CAIU is continuing to experience a shift in its business model to operations based on fee for service and entrepreneurial activities. While certain traditional business segments of the CAIU have leveled off or declined, the CAIU is developing and exploring opportunities for services in the region and statewide.

Overall Budget

The General Operating budget for 2025-26 is $8,378,551. This represents an increase of $363,843 or 4.54% from the approved budget for 2024-25.

Budget Changes and Assumptions

Salary Increases

Salaries are analyzed on a yearly basis to ensure that staff are paid appropriately for the work they perform and the time they have spent in their roles. The budget for 2025-26 includes a 3.25% salary increase. This increase is for budget purposes only. Raises for administrative staff are based on their salary schedule and salary study. Raises for Act 93 are based on their agreement. Total salary increases for the General Operating budget are approximately $90,000. The budget currently has 41.4 full time equivalent positions, 3.5 are vacant at the time of this budget presentation but are actively trying to be filled. The budget includes 1 new position for Help Desk support.

Benefit Increases

The CAIU is a member of the South Central Trust and shares risk with other members of the trust. We have budgeted our health care costs to increase by 7.5% for the 2025-26 year. This equates to a $54,600 increase to the insurance costs of the budget. All employees of the CAIU are on the Qualified High Deductible Health Plan (QHDHP) which was implemented in the 2017-18 year.

The PSERS Board of Trustees certified an employer contribution rate of 34.00% for fiscal year 2025-26, a slight increase from the previous year.

Employee benefits make up approximately 27% of the budget.

School District Contribution to CAIU Operating Budget

Based on the Pennsylvania School Code, the 24 school districts of the CAIU contribute towards the General Operating budget based on a formula of Market Value Aid Ratio (MV AR) and Weighted Average Daily Membership (WADM). **The budget of $902,460 for 2025-26 does not include an increase.** This represents 10.77% of the total revenue budget. For the 2024-25 budget this was 11.26%.

Indirect Cost Rate

The CAIU charges an indirect cost rate or administrative fee to programs, projects, and grants that it administers. The revenue generated is used to offset a portion of the costs related to the budgets for Instructional Materials, Curriculum, Administration, Business and Operations, Communications, Human Resources, and Technology. Certain projects have restrictions on allowances for indirect cost ranging from 0% up to 7.5%. Indirect costs allowed for federal and state projects vary and are typically based on a formula derived from the state referred to as the restricted indirect cost rate.

The indirect cost rate being charged to entrepreneurial programs (including the special education program) is being held at 7.5% in the 2025-26 year. The indirect rate for enterprise funds was as high as 9.5% in 2013-14.

Staffing and Operational Changes

The budget includes 41.40 full time equivalents. The general operating budget funded 53.00 staff members during the 2003-04 year. On a year to year basis, job duties and responsibilities change resulting in fluctuations of the full time equivalents. The difference between staff members and FTEs represents staff members that spend time working in multiple projects.

Fund Balance Analysis

As of June 30, 2024, the CAIU has a general fund balance of $8,504,296. The unassigned portion of this fund balance is $4,804,481. In addition to the $3,350,000 assigned fund balance, $349,815 is non spendable for inventory and prepaid expenses. The budget for 2025-26 does not include a transfer from the Fund Balance, the fund balance activity for 2018-19 through 2023-24 is as follows:

Actual Audited Activity	
Fund Balance 6-30-19	$6,464,653
2019-20 FY Net Activity	231,156
Fund Balance 6-30-20	$6,695,809
2020-21 FY Net Activity	1,148,246
Fund Balance 6-30-21	$7,844,055
2021-22 FY Net Activity	31,024
Fund Balance 6-30-22	$7,875,079
2022-23 FY Net Activity	(257,396)
Fund Balance 6-30-23	$7,617,683
2023-24 FY Net Activity	886,613
Fund Balance 6-30-24	$8,504,296

The CAIU's board policy states that an unassigned fund balance ranging from 4% to 10% of General Fund Expenditures should be maintained for unforeseen financial circumstances and cash flow purposes. The targeted range is a minimum of $2,135,112 ($53,377,791 in General Fund Expenditures for 2023-24 x 4%) and a maximum of $5,337,779 ($53,377,791 in General Fund Expenditures for 2023-24 x 10%).

The following funds are assigned:

PSERS = $637,500
Health Care = $712,500
Facility upgrades = $2,000,000
Total = $3,350,000

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Total Revenue Budget

Revenue by Source	2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Local Sources						
6510 Interest on Investments	935,554	300,000	400,000	100,000	4.77%	
6910 Rentals	794,844	843,248	868,251	25,003	10.36%	CAIU Enola facility cost charge back.
6947 Receipts from Members of IU	902,460	902,460	902,460		10.77%	No increase from previous year
6960 Services Provided to Other Local Government Units & LEA's	17,012	5,000	5,000		0.06%	
6970 Services Provided Other Funds	5,174,650	5,307,130	5,493,725	186,595	65.57%	Indirect charges
6990 Refunds & Other Misc. Revenue	181,432	35,000	35,000		0.42%	
6999 Fund Balance					0.00%	
Total Local Sources	8,005,953	7,392,838	7,704,436	311,598	91.95%	
State Sources						
7810 State Social Security & Medicare Reimb.	105,689	114,499	123,818	9,319	1.48%	Partial reimbursement from State.
7820 State Retirement Reimbursement	463,619	507,371	550,297	42,926	6.57%	Partial reimbursement from State.
Total State Sources	569,308	621,870	674,115	52,245	8.05%	
Total Revenue	8,575,261	8,014,708	8,378,551	363,843	100.00%	
Increase/ (Decrease) from prior year				4.54%		

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Total Expense Budget

Expense Area/Line Item		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Salaries (100)							
Official/Administrative	110	974,379	1,055,513	1,166,321	110,808		Detail for each department follows on pages 10-17
Professional - Educational	120						
Professional - Other	130	39,769	40,506	70,816	30,310		
Technical	140	373,627	450,865	543,552	92,687		
Office/Clerical	150	1,148,876	1,132,948	1,134,193	1,245		
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180	278,573	313,497	322,140	8,643		
Instructional Assistant	190	3,000					
Total Salaries		2,818,224	2,993,329	3,237,022	243,693	38.63%	
Employee Benefits (200)							
Group Insurance	210	628,469	740,312	828,000	87,688		
FICA Contribution	220	208,683	228,989	247,631	18,642		
Retirement	230	938,067	1,014,737	1,100,588	85,851		
Tuition Reimbursement	240		6,372	8,640	2,268		
Unemployment Compensation	250	1,181					
Workmens Compensation	260	18,820	22,451	24,276	1,825		
Other Benefits	290	67,840	52,060	52,535	475		
Total Employee Benefits		1,863,060	2,064,921	2,261,670	196,749	26.99%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		29,979	24,979	(5,000)		
Other Professional	330	158,725	224,000	203,500	(20,500)		
Technical	340	598,882	548,594	434,293	(114,301)		
Security/Safety Services	350		8,000	8,000			
Conference Registration	360	19,235	73,750	43,750	(30,000)		
Other Professional/Technical	390	227,462	208,000	225,000	17,000		
Total Purchased Services		1,004,304	1,092,323	939,522	(152,801)	11.21%	
Purchased Property Services (400)							
Cleaning Services	410	52,228	63,000	63,000			
Utility Services	420	126,773	115,000	140,000	25,000		
Repairs & Maintenance	430	257,194	224,880	224,880			
Rentals	440	279,299	316,662	290,322	(26,340)		
Construction Services	450	559					
Extermination Services	460	6,122	8,000	8,000			
Total Purchased Property Services		722,175	727,542	726,202	(1,340)	8.67%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	140,637	148,473	161,473	13,000		
Communications	530	135,578	142,880	143,672	792		
Advertising	540	978	14,500	10,500	(4,000)		
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	25,832	44,280	42,140	(2,140)		
Misc. Purchased Services	590	8,794	7,000	10,000	3,000		
Total Other Purchased Services		311,819	357,133	367,785	10,652	4.39%	
Supplies (600)							
General Supplies	610	100,093	124,000	107,350	(16,650)		
Energy	620	389	750	750			
Food	630	28,234	49,250	49,250			
Books & Periodicals	640	326	7,300	3,300	(4,000)		
Software / Tech Supplies	650	372,868	190,960	176,000	(14,960)		
Total Supplies		501,910	372,260	336,650	(35,610)	4.02%	
Property (700)							
Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	377,883	350,000	435,000	85,000		
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		377,883	350,000	435,000	85,000	5.19%	
Other (800)							
Dues & Fees	810	89,271	57,200	74,700	17,500		
Claims & Judgments	820						
Interest	830						
Total Other		89,271	57,200	74,700	17,500	0.89%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses		-	0			0.00%	
Total Expense		7,688,646	8,014,708	8,378,551	363,843	100.00%	
					4.54%		

Capital Area Intermediate Unit
Proposed General Operating Budget
2025-26 Summary by Function

2025-26 PROPOSED BUDGET

Budgeted Area	Total Budget	% of Total	School District Contribution	% of School District Contribution
Instructional Materials	147,611	1.84%	129,601	14.36%
Curriculum, Instruction, and Assessment	508,158	6.34%	448,980	49.75%
Administration	1,195,133	14.91%	323,879	35.89%
Business and Operations	1,829,239	22.82%		0.00%
Buildings and Grounds	1,351,121	16.86%		0.00%
Human Resources	998,512	12.46%		0.00%
Technology	2,348,777	29.31%		0.00%
Debt Service	-	0.00%		0.00%
Total Budget	**8,378,551**	**104.54%**	**902,460**	**100.00%**

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Instructional Materials and Services

Budget 2220		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
School District Contributions	6947	108,752	113,254	129,601	16,347	87.80%	14.36% of total S.D. contribution
Services Provided to Other LEA's	6960						
Services Provided to Other Funds	6970						
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	2,777	2,891	3,308	417	2.24%	
State Retirement Reimbursement	7820	12,561	12,809	14,702	1,893	9.96%	
Total Revenue		124,090	128,954	147,611	18,657	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	73,863	75,570	86,483	10,913		.5 - Director of Technology
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150						
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		73,863	75,570	86,483	10,913	58.59%	.5 FTE
Employee Benefits (200)							
Group Insurance	210	10,750	12,577	13,440	863		
FICA Contribution	220	5,555	5,781	6,616	835		7.65%
Retirement	230	25,121	25,618	29,404	3,786		34.00%
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	494	567	649	82		0.75%
Other Benefits	290	975	950	950			Health Savings Funding
Total Employee Benefits		42,896	45,493	51,059	5,566	34.59%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330						
Technical	340	338	338	338			Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	235	1,000	1,000			Workshops and conference registrations
Other Professional/Technical	390						
Total Purchased Services		573	1,338	1,338		0.91%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440	5,173	2,781	4,959	2,178		CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		5,173	2,781	4,959	2,178	3.36%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	510	960	960			Cell phone reimbursement, data cards
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	692	1,500	1,500			Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		1,202	2,460	2,460		1.67%	
Supplies (600)							
General Supplies	610		100	100			
Energy	620						
Food	630						
Books & Periodicals	640		300	300			
Software / Tech Supplies	650	383	500	500			
Total Supplies		383	900	900		0.61%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810		412	412			
Claims & Judgments	820						
Interest	830						
Total Other			412	412		0.28%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		124,090	128,954	147,611	18,657	100.00%	
Increase/ (Decrease) from prior year					14.47%		
Net Revenue/Expense		(0)					

Program Description - The IMS team provides coordination of the Technology Advisory Council, and information and support to districts. The team provides training and support for the integration of technology with curriculum.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Curriculum, Instruction, and Assessment

Budget 2260		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
School District Contributions	6947	347,126	375,642	448,980	73,338	88.35%	49.75% of total S.D. contribution
Services Provided to Other LEA's	6960						
Services Provided to Other Funds	6970						
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	8,338	8,841	10,870	2,029	2.14%	
State Retirement Reimbursement	7820	38,368	39,178	48,308	9,130	9.51%	
Total Revenue		393,832	423,661	508,158	84,497	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	136,475	139,628	159,793	20,165		1.0 Director of Curriculum Services
Professional - Educational	120						
Professional - Other	130	39,769	40,506	70,816	30,310		.5 Information Technology Supervisor
Technical	140						
Office/Clerical	150	49,391	51,005	53,556	2,551		1.0 Administrative Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		225,635	231,139	284,165	53,026	55.92%	2.50 FTE's
Employee Benefits (200)							
Group Insurance	210	45,575	38,439	52,584	14,145		
FICA Contribution	220	16,677	17,682	21,739	4,057		7.65%
Retirement	230	76,735	78,356	96,616	18,260		34.00%
Tuition Reimbursement	240			8,640	8,640		Reimbursement of college tuition
Unemployment Compensation	250						
Workmens Compensation	260	1,508	1,734	2,131	397		0.75%
Other Benefits	290	5,165	2,850	2,375	(475)		Health Savings Funding
Total Employee Benefits		145,660	139,061	184,085	45,024	36.23%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		5,000		(5,000)		
Other Professional	330						
Technical	340	1,688	1,688	1,688			Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	1,478	4,000	4,000			Workshops and conference registrations
Other Professional/Technical	390						
Total Purchased Services		3,166	10,688	5,688	(5,000)	1.12%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440	10,496	11,280	10,877	(403)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		10,496	11,280	10,877	(403)	2.14%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530						
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	6,537	15,330	11,330	(4,000)		Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		6,537	15,330	11,330	(4,000)	2.23%	
Supplies (600)							
General Supplies	610	786	10,150	5,000	(5,150)		Office supplies
Energy	620						
Food	630		100	100			
Books & Periodicals	640	119	400	400			
Software / Tech Supplies	650	1,134	500	1,500	1,000		
Total Supplies		2,039	11,150	7,000	(4,150)	1.38%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	300	5,013	5,013			Dues & fees associated with curriculum related memberships
Claims & Judgments	820						
Interest	830						
Total Other		300	5,013	5,013		0.99%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		393,832	423,661	508,158	84,497	100.00%	
Increase/ (Decrease) from prior year					19.94%		
Net Revenue/Expense			-	-	-		

Program Description – The Educational Services Team provides leadership and support to school districts relating to Curriculum, Instruction, Assessment and Instructional Strategies. This team also guides and supports districts in the implementation of a variety of mandated initiatives such as Coordination of PSSA and Keystone Exams, graduation requirements, Comprehensive Planning, Career Readiness Initiatives, data analysis, Educator Effectiveness training, and other pertinent instructional programming. This team coordinates a wide variety of continuing professional educational opportunities including an induction series for new administrators and teachers, sessions in support of PDE initiatives, and a host of summer sessions for teachers and administrators.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Administration

Budget 2300		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
State Revenue received from other sources	6821						
School District Contributions	6947	446,582	413,564	323,879	(89,685)	27.10%	35.89% of total S.D. contribution
Services Provided to Other LEA's	6960	16,850	5,000	5,000		0.42%	Superintendent of Record for CPAVTS & DCTS
Services Provided to Other Funds	6970	608,561	620,112	709,718	89,606	59.38%	
Miscellaneous Revenue	6990	359	35,000	35,000			Superintendent's Retreat Sponsorships
Safe Schools	7360						
State Social Security & Med. Reimb.	7810	20,107	21,533	22,323	790	1.87%	
State Retirement Reimbursement	7820	18,351	95,420	99,213	3,793	8.30%	
Total Revenue		1,110,810	1,190,629	1,195,133	4,504	97.07%	
Expense							
Salaries (100)							
Official/Administrative	110	356,154	374,671	389,260	14,589		1.0 Executive Director and 1.0 Assistant Executive Director
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	200,091	188,280	194,344	6,064		1.0 Administrative Assistant, 1.0 Communication Coordinator, 1.0 Marketing Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		556,245	562,951	583,604	20,653	48.83%	5 FTE's
Employee Benefits (200)							
Group Insurance	210	84,613	108,061	108,948	887		
FICA Contribution	220	40,215	43,066	44,645	1,579		7.65%
Retirement	230	172,587	190,840	198,426	7,586		34.00%
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	3,717	4,222	4,377	155		0.75%
Other Benefits	290	15,328	7,600	7,600			Health Savings Funding
Total Employee Benefits		316,460	353,789	363,996	10,207	30.46%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320		24,979	24,979			
Other Professional	330	47,467	45,000	45,000			PSBA Policy Review & Schlechty
Technical	340	4,050	3,375	3,735	360		Computer Life Cycle Program
Security/Safety Services	350						
Conference Registration	360	3,695	46,100	16,100	(30,000)		Workshops and conference registrations
Other Professional/Technical	390	200					
Total Purchased Services		55,412	119,454	89,814	(29,640)	7.51%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430		500	500			Maintenance and overage charges on copiers
Rentals	440	41,811	34,616	36,640	2,024		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		41,811	35,116	37,140	2,024	3.11%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	270		360	360		
Advertising	540	401	6,000	6,000			CAIU Board meeting notices
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	5,694	17,000	12,360	(4,640)		Meals, lodging, mileage
Misc. Purchased Services	590	8,794	7,000	10,000	3,000		
Total Other Purchased Services		15,159	30,000	28,720	(1,280)	2.40%	
Supplies (600)							
General Supplies	610	14,878	15,600	15,600			Office supplies
Energy	620						
Food	630	27,714	47,000	47,000			Board & SAC
Books & Periodicals	640	207	1,500	1,500			PA School Code, PA Education Directories & Education Week
Software / Tech Supplies	650	25,581		2,540			
Total Supplies		68,380	64,100	66,640		5.58%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	57,343	25,219	25,219			Professional memberships
Claims & Judgments	820						
Interest	830						
Total Other		57,343	25,219	25,219		2.11%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		1,110,810	1,190,629	1,195,133	1,964	100.00%	
Increase/ (Decrease) from prior year					0.16%		
Net Revenue/Expense		-	-	-	2,540		

Program Description - The administration team is primarily concerned with establishing and administering policy. The team directs and manages the operations of the CAIU and coordinates the meetings and activities of the Board. Administration also coordinates monthly Superintendents Advisory Council meetings, new superintendents induction, legislative liaison, school district consultation, Superintendents leadership conferences, and participation in the PAIU.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Business and Operations

Budget 2500		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
Interest on Investments	6510	935,554	300,000	400,000	100,000	22.48%	
Services Provided to LEA's	6960	162				0.00%	
Services Provided to Other Funds	6970	1,258,739	1,341,606	1,237,783	(103,823)	69.57%	
Miscellaneous Revenue	6990	119,962				0.00%	
State Social Security & Med. Reimb.	7810	24,129	24,362	25,982	1,620	1.46%	
State Retirement Reimbursement	7820	165,878	107,955	115,474	7,519	6.49%	
Total Revenue		2,504,425	1,773,923	1,779,239	5,316	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	149,399	152,850	171,104	18,254		1.0 Director of Business and Operations
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	462,928	484,048	508,148	24,100		1.0 Assistant Business Manager, 2.0 Accountants, 1.0 Program Assistant, 1.0 Business Coordinator, 2.0 Enola Receptionist, 1.0 Payroll Specialist
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		612,326	636,898	679,252	42,354	38.18%	9.0 FTE's
Employee Benefits (200)							
Group Insurance	210	168,625	191,767	203,433	11,666		
FICA Contribution	220	45,561	48,722	51,962	3,240		7.65%
Retirement	230	206,702	215,908	230,945	15,037		34.00%
Tuition Reimbursement	240		6,372		(6,372)		Reimbursement of college tuition
Unemployment Compensation	250	1,181					
Workmens Compensation	260	4,079	4,777	5,093	316		0.75%
Other Benefits	290	15,625	13,300	12,350	(950)		Health Savings Funding
Total Employee Benefits		441,774	480,846	503,783	22,937	28.31%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						Workshops and conference registrations
Other Professional	330	114,995	142,600	134,600	(8,000)		Attorney, year-end audit & GASB 45 Valuation
Technical	340	139,174	126,900	136,900	10,000		Accounting software, imaging services, PAIU
Security/Safety Services	350						
Conference Registration	360	2,453	4,125	4,125			
Other Professional/Technical	390						
Total Purchased Services		256,622	273,625	275,625	2,000	15.49%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	1,985	3,000	3,000			Maint. agreements on copiers, vehicle maintenance
Rentals	440	77,644	100,120	81,645	(18,475)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		79,629	103,120	84,645	(18,475)	4.76%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	71,925	83,473	83,473			Insurance for CAIU operations and activities
Communications	530	95,946	98,700	48,700	(50,000)		Postage for IU, local & long distance phone service
Advertising	540		500	500			Advertising and bid purchases
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	2,394	1,600	3,100	1,500		Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		170,265	184,273	135,773	(48,500)	7.63%	
Supplies (600)							
General Supplies	610	9,320	15,500	13,000	(2,500)		Supplies
Energy	620						
Food	630	520					
Books & Periodicals	640		350	350			
Software / Tech Supplies	650	18,643	59,500	49,500	(10,000)		Informedk12 & Papercut
Total Supplies		28,483	75,350	62,850	(12,500)	3.53%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	28,711	19,811	37,311	17,500		PASBO, Purchasing Groups, Bank Fees
Claims & Judgments	820						
Interest	830						
Total Other		28,711	19,811	37,311	17,500	2.10%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		1,617,810	1,773,923	1,779,239	5,316	100.00%	
Increase/ (Decrease) from prior year					0.30%		
Net Revenue/Expense		886,615	-	-	-		

Program Description - The business and operations team manages the fiscal activities and general operations of the organization. The activities include general ledger accounting, financial reporting, budget development, financial analysis, accounts payable, accounts receivable, cash management, warehouse, project management, mail room, contract management and receptionist.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Buildings and Grounds

Budget 2600		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
Rentals	6910	794,844	843,248	868,251	25,003	64.26%	CAIU Enola facility charge
Services Provided Other Funds	6970	380,745	400,000	400,000		29.61%	
Miscellaneous Revenue	6990	39,808				0.00%	
Assigned Fund Balance	6999					0.00%	
State Social Security & Med. Reimb.	7810	16,165	18,157	15,221	(2,936)	1.13%	
State Retirement Reimbursement	7820	73,635	80,457	67,649	(12,808)	5.01%	
Total Revenue		1,305,197	1,341,862	1,351,121	9,259	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110		42,436	10,954	(31,482)		.4 Supervisor of Operations & Transportation
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	157,015	118,738	64,837	(53,901)		.5 Safety & Security
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180	278,573	313,497	322,140	8,643		8.0 Custodial/Maintenance Staff
Instructional Assistant	190						
Total Salaries		435,588	474,671	397,931	(76,740)	29.45%	8.9 FTE's
Employee Benefits (200)							
Group Insurance	210	117,738	134,731	114,965	(19,766)		
FICA Contribution	220	32,331	36,312	30,442	(5,870)		7.65%
Retirement	230	147,270	160,913	135,297	(25,616)		34.00%
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	2,911	3,560	2,984	(576)		0.75%
Other Benefits	290	11,555	9,310	8,360	(950)		Health Savings Funding
Total Employee Benefits		311,805	344,826	292,048	(52,778)	21.62%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330		1,400	1,400			
Technical	340	4,995	6,345	6,009	(336)		
Security/Safety Services	350		8,000	8,000			Security services
Conference Registration	360	1,270	3,000	3,000			
Other Professional/Technical	390						
Total Purchased Services		6,265	18,745	18,409	(336)	1.36%	
Purchased Property Services (400)							
Cleaning Services	410	52,228	63,000	63,000			Trash removal, recycling, and snow removal
Utility Services	420	126,773	115,000	140,000	25,000		Sewer, water, and electric
Repairs & Maintenance	430	191,797	153,880	153,880			*Annual maintenance projects, security, landscaping, vehicle maint., & allowance for other repairs.
Rentals	440	22,578	11,900	24,301	12,401		
Construction Services	450	559					
Extermination Services	460	6,122	8,000	8,000			Termite and Pest Control Services
Total Purchased Property Services		400,057	351,780	389,181	37,401	28.80%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520	68,712	65,000	78,000	13,000		Auto Liability Insurance/General Property/Liability Insurance
Communications	530	732	1,080	792	(288)		Night custodian cell phone cost
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	5,935	3,000	7,000	4,000		Vehicle gas
Misc. Purchased Services	590						
Total Other Purchased Services		75,379	69,080	85,792	16,712	6.35%	
Supplies (600)							
General Supplies	610	32,569	49,650	49,650			Misc. maintenance supplies, cleaning supplies and facility supplies, contract for power backup
Energy	620	389	750	750			Natural gas and diesel fuel for generator
Food	630		150	150			
Books & Periodicals	640						
Software / Tech Supplies	650	9,221	32,000	32,000			
Total Supplies		42,179	82,550	82,550		6.11%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	33,028		85,000	85,000		
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		33,028		85,000	85,000	6.29%	
Other (800)							
Dues & Fees	810	896	210	210			Pesticide licenses
Claims & Judgments	820						
Interest	830						
Total Other		896	210	210		0.02%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		1,305,197	1,341,862	1,351,121	9,259	100.00%	
Increase/ (Decrease) from prior year					0.69%		
Net Revenue/Expense		-	-	-	-		

* Repairs & Maintenance 430 detail - annual R&M see page 20

Program Description - The buildings and grounds department is responsible for keeping the Enola facility and other CAIU facilities clean and ready for daily use. It includes operating the heating, lighting and ventilating systems as well as repair and replacement of facilities and equipment. The department maintains the Enola grounds and its improvements through landscaping and snow removal.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Human Resources

Budget 2830		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
State Revenue received from other sources	6947						
School District Contributions	6947						
Services Provided to LEA's	6960					0.00%	
Services Provided Other Funds	6970	781,486	929,081	916,186	(12,895)	91.76%	
Miscellaneous Revenue	6990	21,304				0.00%	
State Social Security & Med. Reimb.	7810	13,512	14,188	15,121	933	1.51%	
State Retirement Reimbursement	7820	60,162	62,867	67,205	4,338	6.73%	
Total Revenue		876,464	1,006,136	998,512	(7,624)	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	128,630	135,258	139,315	4,057		1.0 Human Resource Manager
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150	226,235	235,638	256,004	20,366		4.0 Human Resource Staff
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190	3,000					
Total Salaries		357,865	370,896	395,319	24,423	39.59%	5.0 FTE's
Employee Benefits (200)							
Group Insurance	210	55,113	64,416	68,848	4,432		
FICA Contribution	220	27,024	28,374	30,242	1,868		7.65%
Retirement	230	120,324	125,734	134,409	8,675		34.00%
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260	2,391	2,782	2,965	183		0.75%
Other Benefits	290	4,875	4,750	4,750			Health Savings Funding
Total Employee Benefits		209,727	226,056	241,214	15,158	24.16%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330	(4,065)	34,000	21,500	(12,500)		EAP Services
Technical	340	6,562	45,025	40,025	(5,000)		Frontline Package
Security/Safety Services	350						
Conference Registration	360	1,622	5,525	5,525			Conference Registrations
Other Professional/Technical	390	227,262	208,000	225,000	17,000		Paycom & Payfactors
Total Purchased Services		231,381	292,550	292,050	(500)	29.25%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	973	1,500	1,500			Maint. agreements on copiers and photo ID machine
Rentals	440	38,408	60,499	37,324	(23,175)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		39,381	61,999	38,824	(23,175)	3.89%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	848		1,020	1,020		
Advertising	540	577	8,000	4,000	(4,000)		Job advertisements
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	924	100	1,050	950		Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		2,349	8,100	6,070	(2,030)	0.61%	
Supplies (600)							
General Supplies	610	30,413	24,000	15,000	(9,000)		Supplies
Energy	620						
Food	630		2,000	2,000			
Books & Periodicals	640		4,750	750	(4,000)		Thompson West, PSBA School Law Book
Software / Tech Supplies	650	3,576	12,500	4,000	(8,500)		
Total Supplies		33,989	43,250	21,750	(21,500)	2.18%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810	1,771	3,285	3,285			Professional memberships
Claims & Judgments	820						
Interest	830						
Total Other		1,771	3,285	3,285		0.33%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		876,464	1,006,136	998,512	(7,624)	100.00%	
Increase/ (Decrease) from prior year					-0.76%		
Net Revenue/Expense		-	-	-	-		

Program Description - The Human Resources Team recruits and on-boards staff, administers the collective bargaining agreement and maintains labor relations, conducts surveys, coordinates district human resources advisory meetings and provide districts with updates on human resource issues, administers benefits, maintains job descriptions, and provides certification and human resource consultation.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Technology

Budget 2840		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
Services Provided to LEA's	6960						
Services Provided Other Funds	6970	2,145,119	2,016,331	2,230,038	213,707	92.97%	
Miscellaneous Revenue	6990						
State Social Security & Med. Reimb.	7810	20,661	24,527	30,993	6,466	1.29%	
State Retirement Reimbursement	7820	94,663	108,685	137,746	29,061	5.74%	
Total Revenue		2,260,443	2,149,543	2,398,777	249,234	100.00%	
Expense							
Salaries (100)							
Official/Administrative	110	129,858	135,100	209,412	74,312		.5 Director of Technology, 1.0 Assistant Tech. Director
Professional - Educational	120						
Professional - Other	130						
Technical	140	373,627	450,865	543,552	92,687		2.0 Network Administrators, 5.0 Technology Support Coordinators, 1.0 System Administrator
Office/Clerical	150	53,217	55,239	57,304	2,065		1.0 Administrative Assistant
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries		556,702	641,204	810,268	169,064	33.78%	10.5 FTE's
Employee Benefits (200)							
Group Insurance	210	146,054	190,321	265,782	75,461		
FICA Contribution	220	41,321	49,052	61,985	12,933		7.65%
Retirement	230	189,327	217,368	275,491	58,123		34.00%
Tuition Reimbursement	240						Reimbursement of college tuition
Unemployment Compensation	250						
Workmens Compensation	260	3,720	4,809	6,077	1,268		0.75%
Other Benefits	290	14,317	13,300	16,150	2,850		Health Savings Funding
Total Employee Benefits		394,739	474,850	625,485	150,635	26.08%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						Workshops and conference registrations
Other Professional	330	328	1,000	1,000			
Technical	340	442,075	364,923	295,598	(69,325)		Back up services, CATPAC, Imaging Services
Security/Safety Services	350						
Conference Registration	360	8,482	10,000	10,000			
Other Professional/Technical	390						
Total Purchased Services		450,885	375,923	306,598	(69,325)	12.78%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430	62,439	66,000	66,000			Maintenance agreement on copiers, Smartnet warranty, routers, switches
Rentals	440	83,189	95,466	94,576	(890)		Copier lease & CAIU Enola facility charge
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services		145,628	161,466	160,576	(890)	6.69%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530	37,272	42,140	41,840	(300)		Cell phone reimbursement, data cards & internet connection for CAIU
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580	3,656	5,750	5,800	50		Meals, lodging, mileage
Misc. Purchased Services	590						
Total Other Purchased Services		40,928	47,890	47,640	(250)	1.99%	
Supplies (600)							
General Supplies	610	12,127	9,000	9,000			Software, licenses, office supplies and computers
Energy	620						
Food	630						
Books & Periodicals	640						
Software / Tech Supplies	650	314,330	85,960	85,960			
Total Supplies		326,457	94,960	94,960		3.96%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750	344,855	350,000	350,000			Servers, routers, switches
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property		344,855	350,000	350,000		14.59%	
Other (800)							
Dues & Fees	810	250	3,250	3,250			Dues & fees associated with Technology related memberships
Claims & Judgments	820						
Interest	830						
Total Other		250	3,250	3,250		0.14%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense		2,260,443	2,149,543	2,398,777	249,234	100.00%	
Increase/ (Decrease) from prior year					11.59%		
Net Revenue/Expense				-	-		

Program Description - The Technology Services team provides internal technology networks, systems, and application support for the operation of the CAIU.

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

Debt Service

Budget 5100		2023-24 Actual	Approved Budget 2024-25	Proposed Budget 2025-26	Increase/ (Decrease)	% of Budget 2025-26	Notes
Revenue							
Services Provided to Other Funds	6970						
Total Revenue						0.00%	
Expense							
Salaries (100)							
Official/Administrative	110						
Professional - Educational	120						
Professional - Other	130						
Technical	140						
Office/Clerical	150						
Crafts & Trades	160						
Operative	170						
Service Work & Laborer	180						
Instructional Assistant	190						
Total Salaries						0.00%	
Employee Benefits (200)							
Group Insurance	210						
FICA Contribution	220						
Retirement	230						
Tuition Reimbursement	240						
Unemployment Compensation	250						
Workmens Compensation	260						
Other Benefits	290						
Total Employee Benefits						0.00%	
Purchased Services (300)							
Official/Administrative	310						
Professional - Educational	320						
Other Professional	330						
Technical	340						
Security/Safety Services	350						
Conference Registration	360						
Other Professional/Technical	390						
Total Purchased Services						0.00%	
Purchased Property Services (400)							
Cleaning Services	410						
Utility Services	420						
Repairs & Maintenance	430						
Rentals	440						
Construction Services	450						
Extermination Services	460						
Total Purchased Property Services						0.00%	
Other Purchased Services (500)							
Student Transport Services	510						
Insurance - General	520						
Communications	530						
Advertising	540						
Printing & Binding	550						
Tuition	560						
Food Services Management	570						
Travel	580						
Misc. Purchased Services	590						
Total Other Purchased Services						0.00%	
Supplies (600)							
General Supplies	610						
Energy	620						
Food	630						
Books & Periodicals	640						
Software / Tech Supplies	650						
Total Supplies						0.00%	
Property (700)							
Land and Improvements	710						
Depreciation	740						
Equipment - Original & Additional	750						
Equipment - Replacement	760						
Technology Infrastructure	788						
Total Property						0.00%	
Other (800)							
Dues & Fees	810						
Claims & Judgments	820						
Interest	830						
Total Other						0.00%	
Other Financing Uses (900)							
Redemption of Principal	910						
Fund Transfers	930						
Total Other Financing Uses						0.00%	
Total Expense			-			0.00%	
Increase/ (Decrease) from prior year							
Net Revenue/Expense							

Capital Area Intermediate Unit

Capital Repair, New Project, Equipment, and Maintenance Plan for Enola Facility

For the Five Year Period of 2025-26 through 2029-30

Background

The Capital Area Intermediate Unit Enola facility was built in 1989-90 and is the only building owned by the CAIU. All other facilities and classroom spaces are leased. In 2007-08, a long lasting metal based roof was placed on the pitched roof section of the Enola building. In addition at that time, a detached maintenance building was constructed to store gas powered equipment and gasoline separate from the main building for safety reasons. In the spring/summer of 2008, the parking capacity was expanded on the western side of the building. In June 2008, the upper sections of the building's perimeter walls were insulated to address a deficiency that had existed since the building was constructed. During 2014, a major upgrade was completed to the HVAC system. Also during that fiscal year there were upgrades to bathroom facilities in the main lobby and near the board room. During the 2021-22 year a major renovation project was done to the main lobby and conference rooms. This work continued into the 2022-23 fiscal year and had expenses run into the 2023-24 fiscal year. The project expenses had an impact on the 2023-24 fiscal year because of delayed shipping and availability of all needed products.

The building is over 25 years old and will need continuing maintenance and renovations in specific areas. At this point, most of these projects can be spread out over time and provided for in the annual Buildings and Grounds budget for repairs and maintenance.

Capital Repair, New Projects, and Equipment

It is the goal of the CAIU management and Board Finance Committee to establish a capital repairs fund. By establishing this fund and reviewing it on a yearly basis, budgetary fluctuations on the General Operating budget can be contained. The capital repair project schedule will be established on a yearly basis by the Buildings & Grounds Supervisor and also reviewed by the Board Buildings & Grounds Committee. The initial funding for this was established from unforeseen budgetary savings in 2013-14.

Annual Repairs and Maintenance Items

Carpet Replacement

A substantial amount of carpet in the Enola building has been replaced with carpet squares or vinyl tiles in the last few years. Carpet will be replaced in the building on a continuing basis as needed.

Dry Pipe Fire Sprinkler System Repair and Replacement

The attic space in the Enola building is not heated and is subject to temperatures well below freezing in the winter months. Accordingly, the Enola building uses a dry pipe (air in pipe) fire sprinkler system for fire suppression, as opposed to a wet pipe (water in pipe) system. This means that the pipes contain air under pressure until such time a sprinkler is activated, then the air in the pipe is vented and replaced with water. Disadvantages of a dry pipe

system include a delay of up to sixty seconds before water is applied to a fire and an increased potential for corrosion of the pipe. Normally, the pipe contains air. However, when the system is activated or tested water goes into the pipe and because of low spots and humidity, it never completely drains or dries out. The remaining water and moisture in the pipe combined with air increases internal corrosion of the pipe and leads to the potential for more leaks than a wet pipe system. Because of this potential for increased corrosion, a dry pipe system should be constructed of galvanized pipe. However as a cost saving measure, when the Enola building was constructed the dry pipe fire sprinkler system was constructed primarily with more corrosive black iron pipe, as opposed to galvanized pipe. Accordingly, the building has experienced water leaks in the system for a number of years. As leaks are identified, the black iron pipe is patched or replaced with galvanized pipe. $10,000 a year is budgeted for this purpose.

A number of additional projects can be broken down into parts and funded on an annual basis through the Buildings and Grounds repairs and maintenance budget.

Technology Life Cycle Plan

The technology items identified on the next page are at our different sites and will be put on an infrastructure lifecycle plan. The lifecycle will include all of our sites and will be phased in over multiple years. These items will be part of our master infrastructure lifecycle plan and will be updated on a regular schedule in alignment with what we are currently doing at Enola. A schedule that details the Technology Life Cycle replacement plan of the CAIU for 2025-26 through 2028-29 follows on the next page. The 2025-26 budget includes an expense of $350,000 for continued upgrades to our technology center.

Capital Area Intermediate Unit
Maintenance Plan Budget
for Enola Facility
for the Five Year Period of 2024-25 through 2028-29

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Total
Annual Repairs and Maintenance Items						
Carpet Replacement (as needed)	5,000	5,000	5,000	5,000	5,000	25,000
Dry Pipe Fire Sprinkler System Repair and Replacement (as needed)	10,000	10,000	10,000	10,000	10,000	50,000
Parking Lot Reseal, Line and Repair (every 4 or 5 years)			160,000			160,000
Exterior upgrades	20,000	1,500,000				1,520,000
Total	35,000	1,515,000	175,000	15,000	15,000	1,755,000
Annual Technology Equipment *Annual Equipment Lifecycle at Enola and remote locations*	350,000	350,000	350,000	350,000	350,000	1,750,000

Capital Area Intermediate Unit
Proposed General Operating Budget
For the 2025-26 Fiscal Year

School District Contribution Schedule with 0% Increase

Column #	(1)		(2)		(3)		(4)		(5)		(6)		(7)	(8)	(9)	(10)
School District			2024-25 Market Value Aid Ratio [1]		(1) - (2)		2022-23 Weighted Ave. Daily Member. [2]		Weight Factor [3] (3) x (4)		Excess Expend. $902,460 /Total Wgt. Fac. 52,497.2820223 = Multiplier		2025-26 Estimated District Contribution [4] (5) x (6)	2024-25 District Contribution [5]	Increase/ (Decrease) Amount (7) - (8)	Increase/ (Decrease) % (9) / (8)
Big Spring	1.0	-	0.4369	=	0.5631	x	2,983.904	=	1,680.236342	x	17.190604	=	28,884.28	28,884.28	0.00	0.00%
Camp Hill	1.0	-	0.4736	=	0.5264	x	1,420.470	=	747.735408	x	17.190604	=	12,854.02	12,854.02	0.00	0.00%
Carlisle Area	1.0	-	0.5245	=	0.4755	x	6,154.200	=	2,926.322100	x	17.190604	=	50,305.25	50,305.25	0.00	0.00%
Central Dauphin	1.0	-	0.4791	=	0.5209	x	15,828.001	=	8,244.805721	x	17.190604	=	141,733.19	141,733.19	0.00	0.00%
Cumberland Valley	1.0	-	0.3527	=	0.6473	x	11,917.194	=	7,713.999676	x	17.190604	=	132,608.32	132,608.32	0.00	0.00%
Derry Township	1.0	-	0.2278	=	0.7722	x	3,928.258	=	3,033.400828	x	17.190604	=	52,145.99	52,145.99	0.00	0.00%
East Pennsboro Area	1.0	-	0.4972	=	0.5028	x	3,171.605	=	1,594.682994	x	17.190604	=	27,413.56	27,413.56	0.00	0.00%
Greenwood	1.0	-	0.5829	=	0.4171	x	925.293	=	385.939710	x	17.190604	=	6,634.54	6,634.54	0.00	0.00%
Halifax Area	1.0	-	0.5723	=	0.4277	x	1,137.692	=	486.590868	x	17.190604	=	8,364.79	8,364.79	0.00	0.00%
Harrisburg City	1.0	-	0.7641	=	0.2359	x	9,295.750	=	2,192.867425	x	17.190604	=	37,696.72	37,696.72	0.00	0.00%
Lower Dauphin	1.0	-	0.4617	=	0.5383	x	4,341.599	=	2,337.082742	x	17.190604	=	40,175.86	40,175.86	0.00	0.00%
Mechanicsburg Area	1.0	-	0.5108	=	0.4892	x	5,483.758	=	2,682.654414	x	17.190604	=	46,116.45	46,116.45	0.00	0.00%
Middletown Area	1.0	-	0.4344	=	0.5656	x	3,047.178	=	1,723.483877	x	17.190604	=	29,627.73	29,627.73	0.00	0.00%
Millersburg Area	1.0	-	0.6267	=	0.3733	x	927.805	=	346.349607	x	17.190604	=	5,953.96	5,953.96	0.00	0.00%
Newport	1.0	-	0.6461	=	0.3539	x	1,247.066	=	441.336657	x	17.190604	=	7,586.84	7,586.84	0.00	0.00%
Northern York County	1.0	-	0.5480	=	0.4520	x	4,183.219	=	1,890.814988	x	17.190604	=	32,504.25	32,504.25	0.00	0.00%
Shippensburg Area	1.0	-	0.5372	=	0.4628	x	4,369.787	=	2,022.337424	x	17.190604	=	34,765.20	34,765.20	0.00	0.00%
South Middleton	1.0	-	0.3516	=	0.6484	x	2,682.966	=	1,739.635154	x	17.190604	=	29,905.38	29,905.38	0.00	0.00%
Steelton-Highspire	1.0	-	0.8615	=	0.1385	x	1,948.364	=	269.848414	x	17.190604	=	4,638.86	4,638.86	0.00	0.00%
Susquehanna Township	1.0	-	0.4316	=	0.5684	x	4,072.141	=	2,314.604944	x	17.190604	=	39,789.46	39,789.46	0.00	0.00%
Susquenita	1.0	-	0.6181	=	0.3819	x	2,281.561	=	871.328146	x	17.190604	=	14,978.66	14,978.66	0.00	0.00%
Upper Dauphin Area	1.0	-	0.6019	=	0.3981	x	1,342.483	=	534.442482	x	17.190604	=	9,187.39	9,187.39	0.00	0.00%
West Perry	1.0	-	0.5580	=	0.4420	x	2,763.818	=	1,221.607556	x	17.190604	=	21,000.17	21,000.17	0.00	0.00%
West Shore	1.0	-	0.4401	=	0.5599	x	9,100.151	=	5,095.174545	x	17.190604	=	87,589.13	87,589.13	0.00	0.00%
Total							**104,554.263**		**52,497.282022**				**902,460.00**	**902,460.00**	**0.00**	**0.00%**

Definitions:

[1] Market Value Aid Ratio (MV AR) calculation - 1 - ((school district market value/school district weighted average daily membership)/(state total market value/state total WADM) x .5)

[2] Weighted Average Daily Membership (WADM) - Weighted average daily membership is the term used for the assignment of weight by grade level to average daily membership (ADM). The current weighting is half-time kindergarten at 0.5, full-time kindergarten and elementary (grades 1-6) at 1.0, and secondary (grades 7-12) at 1.36.

[3] Weight Factor calculation - (1-Market Value Aid Ratio) * Weighted Average Daily Membership

[4] Contribution calculation - Weight Factor * Excess Expenditures/Total Weight Factor

[5] Does not include any extra subsidy that may be withheld by PDE.

Excess Expenditures for 2025-26 set at: $902,460

Note:

The final contribution amount for each district for 2025-26 will vary from the number above. The Pennsylvania Department of Education hasn't issued preliminary MV AR and preliminary WADM. Inputting updated variables into the schedule when determined will cause the contributions for individual school districts to increase or decrease depending on how much the variables for each district changed in relation to the other districts.

Derry Township School District Standing Committees and Delegate Assignments

Athletic & Activities **	Term Exp.
Ganesh Harinath	
Stewart McCarver	
Tracey Royo	
Ericka Schmidt	
Mike Montedoro	

** When Necessary

Communication & Community Engagement	Term Exp.
Ganesh Harinath	
Honesta Romberger*	
Tracey Royo	
Ericka Schmidt	
Sarah Harmer	
Citizen Advisor:	
Lesa Brackbill	6/30/2026
Lauren Doliner	6/30/2026
Valerie Pantanelli	6/30/2025
Megan Rowe	6/30/2025

Curriculum Council	Term Exp.
Joshua Cysyk	
Ganesh Harinath	
Honesta Romberger	
Tracey Royo	
Aaron Shuman*	
Citizen Advisor:	
Cynthia Liu	6/30/2025
Iordanis Petsas	6/30/2026
Brandon Thompson	6/30/2026
Michelle Trostle	6/30/2025

Finance	Term Exp.
Lindsay Drew	
Stewart McCarver	
Jennifer Renz	
Michael Rizzo*	
Carol Pitts	
Stacy Winslow	
Citizen Advisor:	
Michael Bunn	6/30/2025
Parker Davis	6/30/2026
Joseph Dellasega	6/30/2026
Brian Ostella	6/30/2025

General Services	Term Exp.
Joshua Cysyk	
Ganesh Harinath	
Jennifer Renz*	
Ericka Schmidt	
Stacy Winslow	
Carol Pitts	
John Fready	
Citizen Advisor:	
Elizabeth Claypoole	6/30/2025
Cindy Jackson	6/30/2026
Daniel Lauria	6/30/2026
Nicholas Stoops	6/30/2025

Human Resources

Lindsay Drew*
Jennifer Renz
Michael Rizzo
Honesta Romberger
Stacy Winslow

Policy	Term Exp.
Joshua Cysyk*	
Lindsay Drew	
Stewart McCarver	
Tracey Royo	
Jason Reifsnyder	
Citizen Advisor:	
Matt Bixler	6/30/2026
Lindsay Caldonetti	6/30/2026
Donna Griffith	6/30/2025
Beth Ann Olmsted	6/30/2025

Adopt a Building - HS

Lindsay Drew — Mike Rizzo
Tracey Royo

Adopt a Building - MS

Ganesh Harinath — Stewart McCarver
Honesta Romberger

Adopt a Building - K-5

Joshua Cysyk — Jennifer Renz
Ericka Schmidt

Athletic Hall of Fame

Honesta Romberger

Better Together Hershey

Honesta Romberger — Tracey Royo

CAIU

Joshua Cysyk

Comprehensive Plan

Lindsay Drew — Stewart McCarver
Mike Rizzo — Tracey Royo

Dauphin Co. Tax Collection Committee

Mike Rizzo — Business Manager

Dauphin Co. Tech School

Stewart McCarver — Michael Rizzo
Ericka Schmidt (Alt) — Jennifer Renz (Alt)

Downtown Hershey Association

Jennifer Renz

HACC

Lindsay Drew

Joint Group

Lindsay Drew — Jennifer Renz
Stacy Winslow

Pandemic Team

Lindsay Drew — Stewart McCarver
Tracey Royo — Ericka Schmidt

Parks and Rec

Ganesh Harinath — Jennifer Renz

PSBA Delegate & Legislative Liasion

Josh Cysyk — Lindsay Drew (Alt.)

Tax Collection Association

Lindsay Drew — Stewart McCarver

Tax Increment Financing (TIF) Economic Development**

Ganesh Harinath — Stewart McCarver
Jennifer Renz — Business Manager

** When Necessary

Trojan Foundation

Honesta Romberger

Wellness

Ericka Schmidt

* Denotes Chairperson

Alvernia University

400 Saint Bernardine Street • Reading, PA 19607
Alvernia.edu • 1-888-ALVERNIA

AGENCY AFFILIATION AGREEMENT
Occupational Therapy (OT) Program

This Affiliation Agreement (hereinafter "the Agreement") between **Alvernia University** (hereinafter "the University") and **Derry Township School District** (hereinafter "the Agency") is made and entered into this **14th** of **April, 2025** for the purpose of providing experiential learning for Pre-License Occupational Therapy students (hereinafter "Learning Experience").

It is agreed that both Alvernia University and the Agency will be compliant with the laws and regulations governing the practice of Occupational Therapy in the Commonwealth of Pennsylvania. Both parties agree to provide Learning Experiences that give the student opportunities to prepare for entry-level practice.

RESPONSIBILITIES OF THE UNIVERSITY

1. Ensure only those students assigned to fieldwork education have satisfactorily completed the pre-requisite portion of their curriculum.
2. Provide the services of an Academic Fieldwork Coordinator who shall act as liaison between the University and the Agency. The Academic Fieldwork Coordinator will schedule appropriate visits, consultation conferences, and be available by telephone or email as needed.
3. Ensure that the student provides the Agency with required personal and academic information.
4. Ensure that students adhere to the health criteria established by the University's Occupational Therapy Program. (Refer to program fieldwork manual posted online).
5. Ensure that each student has completed all required background checks and health status requirements of the Agency and provide such documentation to the Agency. Health status requirements of the Agency may include physical examinations, vaccinations and health screening for tuberculosis, hepatitis B and measles, subject to any medical or religious exemptions. Required background checks include, but are not limited to, Act 34 Criminal Record Check, Act 151 Child Abuse Clearance, Act 113 FBI Clearance, and Act 24 and Act 82 Arrest/Conviction Report. If a student fails to meet the requirements of any of the aforementioned background checks or health status requirements, or the Agency does not obtain such documentation in support thereof, the Agency may prohibit the student from participating in the Learning Experience. (Refer to program fieldwork manual posted online).
6. Maintain records of students' health, immunization and background clearances. Health and immunization records are available by written request and permission of the student.
7. Carry professional liability insurance for each student of at least one million dollars per occurrence and three million dollars annual aggregate.
8. Ensure that each student provides proof of health insurance coverage.
9. Educate students on compliance with the Health Insurance Portability and Accountability Act (HIPAA) and its regulations.
10. Educate students on the Family Educational Rights and Privacy Act (FERPA) and ensure that no Agency student's education record, or personally identifiable information found therein, is disclosed without appropriate consent.
11. Ensure that each student completes Cardio-pulmonary Resuscitation (CPR) and First Aid courses.

RESPONSIBLITIES OF THE AGENCY

1. Retain the ultimate responsibility that safe and effective services are provided to patients/clients.
2. Maintain a sufficient number of professional personnel support to carry out normal service functions, so students will not be performing in lieu of staff.
3. Level II Fieldwork supervision: Ensure that the student is supervised by a currently licensed or otherwise regulated occupational therapist who has a minimum of 1 year full-time (or its equivalent) of practice experience subsequent to initial certification and who is adequately prepared to serve as a fieldwork educator. The supervising therapist may be engaged by the fieldwork site or by the educational program.
4. Level I Fieldwork supervision: Ensure that qualified personnel supervise Level I fieldwork. Examples of qualified personnel may include, but are not limited to, currently licensed or otherwise regulated occupational therapists and occupational therapy assistants, psychologists, physician assistants, teachers, social workers, nurses, physical therapists, etc.
5. Evaluate the student's performance on forms provided by the University and return to the Academic Fieldwork Coordinator upon completion of fieldwork education.
6. Notify the Academic Fieldwork Coordinator upon completion of the fieldwork education.
7. The Agency may provide emergency care to students during sudden illness, travel accident, or an institutional accident. The charges for such medical services shall be billed to the student or their insurance carrier.
8. Provide orientation for students assigned to the Agency to include, but not limited to, patient and personal safety measures, unit organization, equipment, and relevant Agency policies. In the event any student fails to abide by applicable policies or procedures, the Agency may remove the student from the Learning Experience at the Agency's discretion.

MUTUAL RESPONSIBILITIES

1. Adhere to proper channels of organizational structure and communication in making plans for students' clinical experience in accord with the required learning objectives and the opportunities available.
2. Determine the number of students participating in the Learning Experience, the appropriateness of the placement of students in the Learning Experience, and the level of supervision required for students participating in the Learning Experience.
3. No student shall be deemed an employee of the agency by virtue of their participation in the OT Program.
4. Evaluate the clinical experience(s) and share results for the purpose of ongoing quality improvement and patient safety.
5. Comply with all applicable privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA).
6. Protect the confidentiality of student records as dictated by FERPA, and release no protected information of students, including personally identifiable information, absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
7. Affirm complete agreement with the University Harassment Policy showing no tolerance for any form of harassment.
8. The laws of the Commonwealth of Pennsylvania will be used to interpret this Agreement and the jurisdiction. Any dispute resolution will be in Dauphin County, PA.

MIRROR INDEMNIFICATION

The Agency agrees that the University shall not be liable to the Agency for any loss, damage or expense of any kind or nature arising out of, directly or indirectly, in the performance of this Agreement, except to the extent caused solely by the negligence or gross misconduct of the University. The Agency further agrees that it shall at all times hereafter defend, hold harmless and indemnify the University, its officers, trustees, directors and employees from and against any and all injuries, claims, demands, causes of action, losses, damages, liabilities, costs and expenses of every kind and nature (including reasonable attorneys' fees and expenses, court costs, and costs of appeals) arising out of in connection with any alleged act or omission related to this Agreement, except to the extent caused solely by the negligence or gross misconduct of the University, and the Agency further agrees to reimburse the University for all claims, demands, causes of action, losses, damages, liabilities, costs and expenses incurred by, imposed upon or suffered by the University in connection with or resulting from any and all such claims and causes of action arising out of any alleged act or omission related to this Agreement. This provision shall not be construed to limit the Agency's rights, claims, or defenses, which arise as a matter of law or pursuant to any provisions of this Agreement. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Agency.

The University agrees that the Agency shall not be liable to the University for any loss, damage or expense of any kind or nature arising out of, directly or indirectly, in the performance of this Agreement, except to the extent caused solely by the negligence or gross misconduct of the Agency. The University further agrees that it shall at all times hereafter defend, hold harmless and indemnify the Agency, its officers, directors and employees from and against any and all injuries, claims, demands, causes of action, losses, damages, liabilities, costs and expenses of every kind and nature (including reasonable attorneys' fees and expenses, court costs, and costs of appeals) arising out of or in connection with any alleged act or omission related to this Agreement, except to the extent caused solely by the negligence or gross misconduct of the Agency, and the University further agrees to reimburse the Agency for all claims, demands, causes of action, losses, damages, liabilities, costs and expenses incurred by, imposed upon or suffered by the Agency in connection with or resulting from any and all such claims and causes of action arising out of any alleged act or omission related to this Agreement.

TERM AND TERMINATION

This Agreement shall begin on the date set forth above, and shall have an initial term of one (1) year. Thereafter, the Agreement shall continue with two (2) automatic one (1) year renewals. This Agreement shall terminate upon sixty days written notice by either party. Any party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other party of its intention. Both parties are responsible for all activities up to and including the date of actual termination in accordance with this Agreement.

MODIFICATION

This Agreement shall only be modified in writing with the same formality as the Agreement.

NONDISCRIMINATION

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities

Act. The Agency and University agree to cooperate with each other in either party's investigations of claims of discrimination or harassment.

RELATIONSHIP OF THE PARTIES

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors. Nor shall this Agreement create any rights to any third-party beneficiaries.

ENTIRE AGREEMENT

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

AGREED TO AND APPROVED BY:
FOR ALVERNIA UNIVERSITY

Christina J. Steffy

4/1/2025

Christina J. Steffy, MLIS, MA — Date:
Director of Institutional Assessment, Accreditation & Compliance
Christina.Steffy@alvernia.edu
610-568.1465

FOR THE AGENCY

Signature — April 14, 2025 — Date

Lindsay K. Drew — Printed Name

Email Address

President, School Board — Title

Telephone Number

Agency Name and Address:
Derry Township School District
30 E Granada Ave, Hershey, PA 17033

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

April 15, 2025

The Honorable Dominic A. Pelino
576 East Main Street
Hummelstown, PA 17036

Dear Judge Dominic A. Pelino:

The purpose of this correspondence is to notify you that on April 14, 2025, the Derry Township Board of School Directors approved the following District staff to serve in the capacity of Attendance Officer for the 2024-2025 school year.

Decicco, Alexandria
Funck, Jena
Michael Galloway
Gawel, Anna
Lombel, Kelly
Miller, Gregory
Schmidt, Lindsey
Stine, Heidi
Valentin, Erick
Wade, Laurie

Sincerely,

Lindsay Drew
School Board President
Derry Township School District

Customer Name: DERRY TOWNSHIP SCHOOL DISTRICT
Quote No: 23285755
Quote Name: ARUBA
Quotation Date: 02/11/2025

Sales Support Contact: MELISSA PENHALE
Sales Support Phone: 610-495-1231
Sales Support Email: MPENHALE@EPLUS.COM
Account Executive: Brandon Holmes
Account Executive Phone: 6104951242
Account Executive Email: bholmes@eplus.com

Customer PO No:
Order No:
Expiration Date: 03/13/2025

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price	CL#
001	Q9Y78AAE	HPE	ARUBA CENTRAL 63/38XX F 1Y E-STU	15	251.16	3,767.40	
002	R8L80AAE	HPE	ARUBA CENTRAL 64/54XX F 1Y E-STU	1	502.31	502.31	
003	R3K03AAE	HPE	ARUBA CENTRAL 8XXX F 1Y E-STU	1	707.80	707.80	
004	PEPPM	EPLUS	AS PER PEPPM 2023 CONTRACT #533902 EMAIL ORDERS T O ORDERS@PEPPM.ORG	1	0.00	0.00	
Totals						4,977.51	

Shipping:
Packing:

Sub Total (USD):	**4,977.51**
Est. Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**4,977.51**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

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Customer Acceptance	Bill To	Ship To
Signature:	DERRY TOWNSHIP SCHOOL DISTRICT	DERRY TOWNSHIP SCHOOL DISTRICT
Name: Lindsay K. Drew	PO BOX 898	
Title: President, School Board	HOMESTEAD ROAD	UNITED STATES
Date: April 14, 2025	HERSHEY PA 17033	
Customer PO #:	UNITED STATES	
	ACCOUNTS PAYABLE	

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*NGDC P2 4.2.2.7

Prescription Consulting Services Agreement

This Prescription Consulting Services Agreement (this "**Agreement**") is entered into by and between **Derry Township School District**, on behalf of its employee health benefits plan (the "Plan), with its principal place of business located at 30 East Granada Avenue, Hershey PA 17033 (the "**CLIENT**") and EPLS LLC, a Pennsylvania limited liability company with its principal place of business located at 2250 Erin Court, Lancaster, Pennsylvania 17601 ("**EPLS**"), individually "Party" and collectively "Parties".

Background

CLIENT sponsors and operates a self-funded group health plan (the "**Plan**") through which it offers prescription drug coverage to its eligible employees and their dependents (collectively, the "**Plan beneficiaries**"). CLIENT, on behalf of the Plan, desires to engage EPLS to support and oversee the Plan's prescription drug benefit program for the purpose of promoting clinical and financial improvements, and EPLS desires to provide such consulting services to CLIENT, all as more fully described herein.

Agreement

NOW, THEREFORE, in consideration of the promises and obligations of each Party hereunder, the Parties agree as follows:

1. Effective Date/Term.

1.1 This Agreement shall be effective on **July 1, 2025** and shall continue for the initial term of one (1) year ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one-year terms, unless it is terminated according to the provisions herein. The Initial Term and any subsequent renewals shall be referred to herein as the "**Term**".

2. Responsibilities of CLIENT.

2.1 CLIENT authorizes EPLS to provide the Services (as defined below) on behalf of CLIENT to the Plan regarding its pharmacy benefit program. CLIENT acknowledges and authorizes EPLS to contact the Plan beneficiaries in connection with EPLS' performance of the Services.

2.2 CLIENT covenants and agrees that CLIENT will:

a. Make all reasonable efforts to ensure cooperation of the CLIENT's Prescription Benefit Manager ("**PBM**") in providing necessary data and other information required for EPLS to discharge its duties under this Agreement in such form as reasonably requested by EPLS. It shall be CLIENT's obligation, and not EPLS' obligation, to ensure that this Agreement does not violate any agreement CLIENT has or may in the future have with the PBM.
b. Make reasonable efforts to ensure that all data provided to EPLS in connection with the Services is accurate and complete. CLIENT acknowledges that EPLS is entitled to rely upon the accuracy and completeness of the data provided, directly or indirectly, by CLIENT and/or the PBM in performing EPLS' duties under this Agreement.

c. Authorize EPLS to receive monthly prescription claim reports that include data fields provided by EPLS no later than fifteen (15) days after the end of each month.
d. Provide Plan beneficiary eligibility files on a monthly basis or provide member contact information not limited to Plan beneficiaries' names, phone numbers, emails, and addresses for EPLS' use in performing the Services under this Agreement.
e. Provide CLIENT's stop-loss carrier with such claims information and other information as may be requested by the carrier. CLIENT acknowledges that it is CLIENT's sole responsibility to coordinate with CLIENT's stop-loss carrier and that EPLS makes no representation regarding CLIENT's carrier's acceptance of its claims.
f. Provide such other information as EPLS may reasonably request to enable EPLS to provide the Services under this Agreement.
g. Include information regarding the Services offered under this Agreement in the appropriate welfare benefit plan documents that CLIENT distributes to Plan beneficiaries.
h. Cooperate and make all reasonable efforts to ensure the cooperation of its employees, in all reasonable respects with EPLS, and to comply with all reasonable requests by EPLS relating to its provision of the Services. CLIENT will take all reasonably necessary steps to prevent CLIENT caused delays in EPLS' provision of the Services, including the prompt provision of EPLS' access to the Plan's data applicable to the Services. CLIENT will promptly secure all Plan beneficiary authorizations, third-party authorizations, pre-certifications, consents and approvals needed to enable EPLS to provide the Services hereunder.
i. EPLS makes no representation regarding the treatment of transactions regarding federal or state income taxation. Consult a tax advisor to determine any tax consequences of this agreement.
j. Add JCode Incentive Program incentives to employee paychecks. Member incentives are included in the monthly invoicing detail.

3. <u>Responsibilities of EPLS</u>.

3.1 EPLS will consult on those clinical and financial opportunities which it reasonably expects, in EPLS' discretion, to improve CLIENT's prescription benefit program under the Plan. EPLS will provide the following support and oversight services, as EPLS deems appropriate, in connection with elected EPLS services and the Plan's prescription benefit program (collectively, "**Services**"):

Client enrolls in the following EPLS services, see description of services in Appendix C:

☒ Specialty and Cost Exceed Exclusion $1450 30-day; $4350 90-day, Generic Cost Exceeds Exclusion $500 30-day; $1000 90-day: Manufacturer Programs and Foundations
☒ Alternate drug program (must elect this solution)
☒ Claim Oversight, Specification and Clinical Criteria Management (must elect this solution)
☒ Copay$aver (must elect this solution)
☒ 340B; GPO
☒ Domestic Pharmacy (must elect this solution)
☒ International Sourcing
☐ EPLS JCode Exclusion Program/Site of Care
☒ EPLS JCode Incentive Program/Site of Care: $0 member incentive for each sourced JCode
☐ Hard Orphan Exclusion
☐ Hard Specialty Exclusion

a. Provide oversight on all prescription claims and identify financial and clinical savings opportunities.
b. Consult to facilitate drug changes with employee, prescriber, and PBM for clinical and/or financial reasons, when appropriate.
c. Consult to facilitate where and how a drug is sourced with employee, prescriber, infusion center, PBM and/or Prescription Advocate for clinical and/or financial reasons, when appropriate, and based on EPLS services selected.
d. Initiate utilization management changes on behalf of the Plan not limited to formulary, clinical programs, upcoming drug change impact, new to market, name brand to generic, specialty vs. non-specialty and drug shortages when appropriate.
e. Provide a team of clinical pharmacists to assist medical professionals and patients to determine the best alternative for high-cost medications.
f. Provide concierge member service including but not limited to; member introduction/understanding of the Program, assistance registering and identifying the most appropriate sourcing programs, scheduling refills, and communicating with pharmacies/prescribers/prescription benefit managers as needed, based on EPLS services selected.
g. If applicable, provide annual aggregate data available to EPLS for the CLIENT's use in complying with reporting obligations under the Consolidated Appropriations Act (2021) and/or Transparency in Coverage rules. The Parties agree that CLIENT is solely responsible for complying with all such reporting obligations.

EPLS shall have no obligation to acquire information beyond that which is provided to it by CLIENT or CLIENT's PBM.

3.2 The Parties may, at any time after execution of this Agreement, agree in writing to the provision of services outside the scope of those identified in Section 3.1. These services are referred to as "**Additional Services**", and shall be accounted, invoiced, administrated, and paid for separate from the Services referred to herein and shall be detailed in an Appendix attached to this Agreement.

4. Independent Contractor.

4.1 EPLS is an independent contractor of CLIENT, and not an employee, partner, agent or joint venture partner. This Agreement shall not make either Party a legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or litigation, expressed or implied, against or in the name of on behalf of the other Party.

4.2 EPLS does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network pharmacies are independent contractors, and EPLS shall have no liability to CLIENT, plans, any covered person, or any other person or entity for any act or omission of any network pharmacy or its agents or employees.

5. EPLS' Compensation.

5.1 In consideration of the provision of the Services during the Term, CLIENT agrees to pay EPLS the fees and costs outlined in Appendix B.

a. ☐ Consultant paid commission when box is checked
b. EPLS Fees shall be paid to EPLS within thirty (30) days upon receipt of an invoice. Invoices provided to CLIENT will be de-identified of Protected Health Information in accordance with HIPAA.
c. EPLS may pay an outstanding balance for inventory management fees, drugs sourced through EPLS partner pharmacies, shipping fees, grants and other sources on behalf of the CLIENT. Reimbursement shall be paid to EPLS within thirty (30) days upon receipt of an invoice.
d. At the discretion of EPLS, CLIENT may be required to fund the cost of the drug and related fees prior to drug shipment or performing services.
e. EPLS Fees may be adjusted at the end of the Initial Term or any renewal term to account for program changes that are necessary due to market changes, or upon mutual written agreement of the Parties. EPLS shall provide notice to CLIENT of any such adjustments at least ninety (90) days prior to the end of the initial term or any renewal term.
f. EPLS will provide a savings report, which may contain certain Protected Health Information in order to substantiate the savings. To maximize HIPAA compliance, EPLS will provide this report to an individual that CLIENT has designated as authorized to receive and handle Protected Health Information, as identified on the signature page of this Agreement. If no individual person is identified, or upon CLIENT's request, EPLS will de-identify its savings report of PHI.
g. Per Script fees guarantee a 1:1 ROI over each Term. The guarantee is not valid for any period less than a full Term. Client must be enrolled in Cost Exceeds, Exclusions, Copay$aver, and Alternate Drug Program. If savings are less than fees paid, EPLS will pay the difference between fees paid and the total savings over the same Term. Any amount due to CLIENT is payable within ninety days following the end of a Term. Client must be current on EPLS invoices at the time of payment. The EPLS JCode program fee is a percent of savings and is not included in the guarantee.

5.2 Sourcing from EPLS partner pharmacies (when applicable).

a. EPLS is not responsible for lost or stolen shipments, damage caused by shipping delays or member delay of delivery acceptance.
b. EPLS, in good faith, confirms member eligibility prior to drug shipments. EPLS is not responsible for the cost of drug shipments made to former members terminated from the benefit plan within 34 days of a drug shipment.

5.3 In the event that CLIENT fails to pay any amount due under this Agreement within the grace period of five (5) days of the due date, CLIENT shall be subject to a penalty five percent (5%) on any unpaid balances. In addition, CLIENT shall be responsible for all costs of collection and agrees to reimburse EPLS for such costs and expenses including reasonable attorneys' fees.

6. <u>Confidentiality</u>.

6.1 Each Party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other Party. As used herein, "Confidential Information" includes, but is not limited to, proposals and analysis, proprietary business and technical information, patient and third-party payer lists, statistical data, computer programs, pricing information, operational procedures, the Agreement and all exhibits, addenda and alterations hereto, network pharmacy coverage information, trade secrets and innovations, and other information of

similar nature obtained by either Party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either Party from a third Party not under obligation of confidentiality with respect to such information; or (iii) becomes publicly available through no act or omission of either Party or its agents or employees.

6.2 Each Party covenants and agrees that, without the prior written consent of the other Party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees or agents will reveal or use any Confidential Information received from the other Party other than to exercise its rights or perform its obligations under this Agreement. To that end, EPLS may disclose Confidential Information as reasonably necessary to perform the Services under this Agreement, including disclosing the Confidential Information to third Party vendors.

6.3 Confidential Information may be disclosed pursuant to a bona fide subpoena if the Party receiving the bona fide subpoena has given the other Party timely written notice of receipt of the subpoena so that the other Party can object or otherwise intervene as it deems proper. All Confidential Information will remain the property of the disclosing Party, and the receiving Party will return or destroy all written, tangible, or electronic materials, and all copies thereof, upon request of the disclosing Party.

7. Use and Disclosure of Protected Health Information. In carrying out its obligations under this Agreement, EPLS may have access to individually identifiable health information on the Plan's beneficiaries, including patient names and other medical information, maintained by the Plan in electronic, oral, and written form ("**Protected Health Information**" or "PHI"). The parties agree to comply with the Health Insurance Portability and Accountability Act ("**HIPAA**") and any other federal or state laws governing the privacy and security of Protected Health Information. Each Party will protect the privacy and security of Protected Health Information received by EPLS from time to time pursuant to this Agreement, in accordance with the provisions of that certain HIPAA Business Associates Agreement, attached hereto and made a part hereof as Exhibit A.

Notwithstanding any contrary provisions in this Agreement, CLIENT grants EPLS the right to use de-identified Plan beneficiary drug and related medical data in its research, cost analyses, and cost comparison studies. All research, cost analyses, cost comparisons and other similar studies or reports EPLS conducts or prepares will be EPLS' sole and exclusive property. EPLS may aggregate this information with that of other CLIENTs and shall de-identify it to protect CLIENT and Plan beneficiary confidentiality.

8. Delays. Notwithstanding anything to the contrary contained in this Agreement, EPLS will not be liable for any delay or failure to provide the Services or to perform any other duty or obligation under this Agreement where such failure results from, arises out of, or is otherwise caused by an event or circumstance beyond the reasonable control of EPLS.

9. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year after the expiration or termination hereof, CLIENT shall not, directly or indirectly, for CLIENT or on behalf of any other person or entity, solicit, recruit, entice or persuade any employee or independent contractor of EPLS or its affiliates to leave the employ of, or end the contractual relationship with, EPLS or its affiliates.

10. Insurance Coverage. Each Party will maintain, during and for a reasonable period of time after the Term, reasonable and customary insurance (whether through third-party carriers or self-insured arrangements or retentions) to enable the Party to meet its obligations under this Agreement and to comply with any legal requirements.

11. Disclaimer of Warranties; Limitations on Liability; Acceptance of Risk.

11.1 This Agreement is not a contract for the sale of goods. EPLS will perform the Services under this Agreement in a professional and workmanlike manner in accordance with its covenants and obligations hereunder and applicable law. EXCEPT AS WARRANTED IN THIS SECTION 11, EPLS DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED. EPLS HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE REPORTING PROVIDED AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. EPLS DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

11.2 EPLS will not be liable for any mistake of judgment or other actions taken in good faith. In the event EPLS makes a good faith mistake under this Agreement, EPLS will make a diligent effort to recover any incorrect excess payment made but will not be required to institute any court proceedings.

11.3 CLIENT acknowledges that the internet is not a secure or reliable environment and that the ability of EPLS to deliver internet services is dependent upon the internet and equipment, software, systems, data, and services provided by various telecommunications carriers, equipment manufacturers, firewall providers, and encryption system developers and other vendors and third-parties. CLIENT acknowledges that use of the internet in conjunction with EPLS' Services entails confidentiality and other risks that may be beyond its reasonable control.

11.4 EPLS will not be liable for any loss incurred from lost or stolen mail order prescriptions.

11.5 Current law directs the FDA to exercise discretion in permitting personal importation of drugs when the product is "clearly for personal use, and does not appear to present an unreasonable risk to the user," which is reinforced in FDA guidelines. EPLS recommends client review personal importation laws.

11.6 This Section shall survive termination of this Agreement.

12. Indemnification.

12.1 EPLS shall indemnify and hold harmless CLIENT from any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, reasonable attorneys' fees and expenses) (each, a "**Loss**"), arising out of or resulting from the negligence or willful misconduct of EPLS, except to the extent any such Losses were caused by the negligence or intentional conduct of CLIENT.

12.2 CLIENT shall indemnify and hold harmless EPLS from any Loss arising out of or resulting from the negligence or willful misconduct of CLIENT, except to the extent any such Losses were caused by the negligence or intentional conduct of EPLS.

12.3 Neither EPLS nor CLIENT will be liable for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. EPLS' maximum liability to CLIENT, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the administrative fees paid by CLIENT over the six (6) months preceding the date of the claim.

12.4 This Section shall survive termination of this Agreement.

13. Termination.

13.1 This Agreement may be terminated by CLIENT or by EPLS at any time after the Initial Term, upon sixty (60) days' prior written notice to the other Party.

13.2 This Agreement will terminate automatically and immediately upon the occurrence of any of the following:

a. CLIENT fails to pay any fees within sixty (60) days after charges are due and payable as provided in this Agreement;
b. CLIENT becomes insolvent or bankrupt or subject to liquidation, receivership, or conservatorship; or
c. CLIENT fails to provide the necessary information in a timely fashion or provides materially inaccurate information that would cause EPLS to not be able to perform the Services as contemplated hereunder.

13.3 Upon the termination of this Agreement by mutual agreement or if the Plan or the Plan benefits subject to this Agreement are terminated, CLIENT and EPLS will mutually develop a "30-day run-out plan" providing for notification to Client's employees and the completion of Services. EPLS will place a permanent override with the PBM on all new claims originating during this period that qualify for Progressive Sourcing. CLIENT is responsible for payment of all EPLS Fees, pre-paid amounts including shipping fees during the run-out period.

14. Miscellaneous.

14.1 Each Party represents and warrants to the other that it has the full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement.

14.2 Any notice or other communication required by this Agreement shall be in writing and made by personal service, certified mail or overnight delivery service, to the Party to receive such notice at its address set forth in the introductory paragraph of this Agreement, and shall be deemed made when delivered by personal service, three business days after deposit in the US mail or one business day after given to an overnight delivery service.

14.3 If any provision of this Agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this Agreement. The provisions of this Agreement are severable.

It is provided, however, that the basic purposes of this Agreement must be achieved through the remaining valid provisions.

14.4 The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this Agreement.

14.5 Failure by CLIENT, EPLS or both to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not waive or modify that provision or render it unenforceable at any other time whether or not the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in a written memorandum expressing such alteration or modification and executed by the affected Party.

14.6 This is the sole Agreement between the parties and shall not be amended or modified except by a written instrument executed by both parties. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

14.7 This Agreement shall inure to the benefit of and be binding on CLIENT and EPLS and their respective successors and assigns. CLIENT may not assign this Agreement without EPLS's prior written consent, except to a third party acquiring all or substantially all of CLIENT's voting securities or assets.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement effective as of the date of CLIENT/PLAN's signature below.

For: CLIENT/PLAN

By: _____

Date: April 14, 2025

Name: Lindsay K. Drew

Title: President, School Board

Name and Email of Designee to Receive PHI: Angie Cooney
acooney@hershey.k12.pa.us

For: EPLS LLC

By: _____

Date: 04/22/2025

Name: William Tell

Title: President and CEO

Appendix B

Schedule of Fees

Program	Fee	Fee Applies To
Claim Oversight & Alt Drug Program	$2.85/claim	All claims processed (less reversals) by Prescription Benefit Manager and reviewed by EPLS under the terms of the Plan during agreement period
Manufacturer Program and Domestic Pharmacy Sourcing Drug Cost > $1,450 per 30-day supply or $4,350 per 90-day supply	$6.60/claim	All claims processed (less reversals) by Prescription Benefit Manager and reviewed by EPLS under the terms of the Plan when sourcing is active
International Sourcing for Drug cost > $1,450 per 30-day supply or $4,350 per 90-day supply	No Fee when combined with Manufacturer Program Sourcing	
*International Sourcing for Drug cost < $1,450	$260-$190/shipment	All EPLS coordinated shipments from EPLS partner pharmacies
Copay$aver for Drug cost < $1,450	No Fee when combined with Claim Oversight and Alt Drug Program	
340B; GPO	No Fee when combined with Manufacturer Program Sourcing	
J-Code Exclusion Program**	50% of first #30,000; 20% of savings thereafter capped at $30,000	All JCode drugs sourced by EPLS or Site of Care changes initiated by EPLS
J-Code Incentive Program**	50% of first #30,000; 20% of savings thereafter capped at $30,000	All JCode drugs sourced by EPLS or Site of Care changes initiated by EPLS
Consultant Commission	$0.55/claim	All claims processed (less reversals) by Prescription Benefit Manager and reviewed by EPLS under the terms of the Plan when sourcing is active

*International Access: A per shipment fee of $260.00 shall be paid for each shipment of a medication REPLACING a drug with a PBM ingredient cost between $1,450.00 and $675.00. A per shipment fee of $190.00 shall be paid for each shipment of a medication REPLACING a drug with a PBM ingredient cost less than $675.00.

**Fees for successfully sourced drugs are 50% savings up to $15,000; 20% savings thereafter capped at $30,000 per twelve (12) month period. Savings calculated by subtracting the sourced drug cost or new *Site of Care* drug cost from the plan paid amount at the time the medication was reported to EPLS. If plan paid amount is not available, the sourced drug cost is subtracted from the lesser of AWP – 10% or pharmacy acquisition cost at the time the medication was shipped.

Appendix C

Description of Services

Manufacturer Program and Domestic Pharmacy Sourcing Specialty drugs and drugs with ingredient cost exceeding $1,450 30-day supply and $4,350 90-day supply and generic drugs with ingredient cost exceeding $500 30-day supply and $1000 90-day supply are excluded from the Plan.
Claim Oversight & Alternate Drug Program Review monthly prescription claims processed by Prescription benefit Manager (PBM) to identify opportunities for improved clinical outcomes and cost savings. This includes but is not limited to formulary changes, recommending plan specification changes, recommended clinical criteria changes, and recommending SPD language.
Copay$aver Utilize manufactured copay cards to reduce member and Plan drug cost. EPLS enrolls members in copay programs, communicates copay card information to pharmacies and adjusts plan copays to benefit the Plan. This is a mandatory program for members supported by Plan language.
340B; GPO 340B is a program that allows certain health care organizations to purchase outpatient drugs at a discount from manufacturers. GPO or Pharmacy Group Purchasing Organization combines purchasing power to negotiate better pricing.
Domestic Pharmacy Overpriced generic and generic/specialty drugs are sourced through EPLS domestic pharmacy partners including but not limited to CostPlus (Mark Cuban Pharmacy)
International Sourcing Used to lower the net cost for brand drugs.
J-Code Exclusion Program/Site of Care EPLS works with the third-party administrator (TPA) to establish J-Code exclusions on the medical plan. EPLS utilizes but is not limited to manufacturer programs, 340B programs, foundations, international and domestic pharmacies to source medications that cannot be self-administered. EPLS may initiate site of care changes for drug administration.
J-Code Incentive Program/Site of Care The EPLS Program offers members a financial incentive to cooperate with EPLS to source drugs and/or change site of care. EPLS utilizes but is not limited to manufacturer programs, 340B programs, foundations, international and domestic pharmacies to source medications that cannot be self-administered.

Exhibit A
HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**BA Agreement**") is made and entered into as of this First (1) day of July, 2025 ("**Effective Date**"), by and between **Derry Township School District,** its subsidiaries and affiliates (hereinafter referred to as "**Covered Entity**") and EPLS LLC, a Pennsylvania limited liability company (hereinafter referred to as "**Business Associate**").

WHEREAS, Covered Entity and Business Associate have entered, or will enter, into certain business arrangement(s) (the "**Agreement**") pursuant to which Business Associate performs or assists in the performance of a function or activity involving the use or disclosure of Protected Health Information ("**PHI**") or provides certain services for Covered Entity where the provision of the service involves the disclosure of PHI from Covered Entity. PHI, as defined below, is information that is subject to protection under the privacy regulations ("**Privacy Regulations**") of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**Original HIPAA**"), as amended by the Health Information Technology for Economic and Clinical Health Act ("**HITECH**", and collectively with Original HIPAA, the "**HIPAA Statute**"), along with regulations promulgated by the Secretary of the Department of Health and Human Services ("**HHS**") under the HIPAA Statute, including the "**Privacy Rule**" (45 CFR Parts 160 and 164, Subparts A and E) and the "**Security Rule**" (45 CFR Part 160 and 164, Subparts A and C), as amended by the "**Omnibus Rule**" (45 CFR Part 160, Subparts A, B, C and D and Part 164, Subparts A and C) (the Privacy Rule, the Security Rule and the Omnibus Rule, collectively the "**HIPAA Rules**"), as well as any other applicable laws concerning the privacy and security of health information. Hereinafter, the HIPAA Rules and the HIPAA Statute may be collectively referred to as "**HIPAA**;"

WHEREAS, Covered Entity requires that Business Associate protect the privacy and provide for the security of PHI in compliance with the Privacy and Security Regulations; and

WHEREAS, the Privacy and Security Regulations require Business Associate to enter into an agreement containing specific requirements for use or disclosure of PHI.

NOW, **THEREFORE**, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) "Individual" shall have the meaning set forth in 45 CFR 160.103, including a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.

(b) "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.

(c) "Security Regulations" shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 CFR Parts 160 and 164, Subparts A, C and E, as may be amended, modified or superseded, from time to time.

(d) "Protected Health Information" or "PHI" shall have the meaning set forth in 45 CFR 160.103, including any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual (including, without limitation, genetic information pertaining to an Individual); or (ii) the provision of health care to an Individual; or (iii) the past, present or future payment for the provision of health care to an Individual;

and (iv) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

(e) "Electronic Protected Health Information" or "ePHI" shall mean PHI transmitted or maintained in electronic media.

(f) "Electronic Media" shall mean storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

(g) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

(h) "Unsecured PHI" shall mean Protected Health Information that is not either encrypted or destroyed in accordance with standards set forth in regulations released by the U.S. Department of Health and Human Services, as the same may be amended from time-to-time.

Section 2. Obligations of Business Associate.

(a) Permitted Uses. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. Except as otherwise limited in this BA Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Permitted Disclosures. Except as otherwise limited in this BA Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Appropriate Safeguards. Business Associate shall implement appropriate administrative, technical and physical safeguards in compliance with the Privacy Regulations as are necessary to prevent the use or disclosure of PHI, other than as permitted by this BA Agreement. To the extent that Business Associate has been engaged to carry out one or more of Covered Entity's obligation(s) under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to Covered Entity in the performance of such obligation(s). Business Associate shall implement reasonable security methods to safeguard Covered Entity's PHI.

(d) Business Associate's Agents and Subcontractors. To the extent Business Associate uses one or more subcontractors or agents to provide services to Covered Entity pursuant to the Agreement between the parties, and such subcontractors or agents receive or have access to PHI, Business Associate shall require that each subcontractor or agent execute a Subcontractor Agreement as described below; in no event shall any subcontractor of Business Associate be bound to terms less restrictive than this BA Agreement regarding the use, disclosure and protection of PHI and ePHI, and

any such subcontractors shall be bound by portions of this BA Agreement regarding breaches of Unsecured PHI and notifications relating to such breaches.

Business Associate shall not transmit Covered Entity's PHI to any Subcontractor or prospective Subcontractor except as otherwise provided herein. In accordance with the Omnibus Rule, Business Associate shall enter into a written subcontractor agreement (the "**Subcontractor Agreement**") with any Subcontractor that creates, receives, maintains, or transmits Covered Entity's PHI on behalf of Business Associate. In the event that Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Subcontractor Agreement or other arrangements, Business Associate shall take reasonable steps to cure such breach or end the violation, as applicable, and, if such steps shall unsuccessful, terminate the Subcontractor Agreement or other arrangements, if feasible.

(e) Access to PHI. Within fifteen (15) days of receipt of a request from Covered Entity, Business Associate shall make PHI available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under 45 CFR 164.524. Further, Business Associate shall provide access to PHI as directed by Covered Entity, to an Individual in order to satisfy requirements under 45 CFR 164.524.

(f) Amendment of PHI. Within fifteen (15) days of receipt of a request from Covered Entity, Business Associate shall amend PHI as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall, as soon as possible, but no later than fifteen (15) days after receipt of the request, forward the request to Covered Entity.

(g) Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within fifteen (15) days of receipt or a request from Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request (except for disclosures occurring prior to the Effective Date). At a minimum, such accounting information shall include the information described in 45 CFR 164.528(b), including, without limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than fifteen (15) days after receipt of the request, forward the request to Covered Entity.

(h) Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI, available to the Secretary in a time and manner designated by Covered Entity or the Secretary, for purpose of the Secretary determining Covered Entity's compliance with the Privacy Regulations.

(i) Minimum Necessary Use and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 CFR 164.502(b). Further, Business Associate will restrict access to PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the Agreement of the parties and who need to know such information in order to fulfill such responsibilities.

(j) Notification of Breach. During the term of this BA Agreement, Business Associate shall notify Covered Entity within five (5) business days of the discovery of any actual use and/or disclosure of PHI in violation of the Privacy Regulations or this BA Agreement. Business Associate shall take corrective action to mitigate, to the extent practical, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI. In accordance with 45 C.F.R. §164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is presumed to be a Breach.

Section 3. Obligations of Covered Entity.

(a) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.

(b) Changes or Revocation of Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by a n Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Use and Disclosure Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

(d) Permitted Uses. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity; provided, however, that the Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as set forth in the Agreement, if applicable.

Section 4. Security of Electronic Protected Health Information (ePHI).

(a) Security. Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164, Subpart C, 45 C.F.R. § 164.530(c), and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services to preserve the availability, integrity, and confidentiality of and to prevent non-permitted use or disclosure of Electronic Protected Health Information created or received for or from Covered Entity. Business Associate will document and keep these safeguards current.

(b) Agents and Subcontractors. Business Associate will require that any agent, including a subcontractor, to whom it provides ePHI agrees to implement security safeguards described in subsection (a) of this Section 4, and that such subcontractors are bound by the terms and conditions of subsection (d) of this Section 4.

(c) Security Incidents. Business Associate will within five (5) business days report any "security incident" of which it becomes aware to Covered Entity. The parties acknowledge and agree that this subsection constitutes notice by Business Associate to Covered Entity of the ongoing occurrence of events that may constitute security incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Covered Entity shall be required.

(d) Breaches of Unsecured PHI. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured PHI, Business Associate shall, within five (5) business days following the discovery of a breach of such information, notify Covered Entity of such breach. Such notice shall include, to the extent known: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach; (ii) a brief description of the event (including the date of the breach and the date of the discovery of the breach, if known); (iii) a description of the types of information involved in the breach; (iv) a brief description of the steps that Business Associate is taking to investigate the breach, to mitigate losses, and to protect against further breaches; and (v) the steps Business Associate thinks individuals should take to protect themselves from potential harm resulting from the breach.

Section 5. Term and Termination.

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the Agreement between the parties, unless earlier terminated in accordance with the terms hereof.

(b) Termination of Agreement. This BA Agreement will immediately terminate without notice upon termination of the Agreement for any reason.

(c) For Cause Termination Due to Material Breach. In the event of a material breach by either Party of any of its obligations hereunder, the non-breaching Party shall have the right to terminate this BA Agreement, at any time by providing the non-breaching Party written notice of termination setting forth a description of the breach and the effective date of termination.

(d) Effect of Termination. As of the effective date of termination of this BA Agreement, neither Party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein or in the Agreement between the parties; (b) for continuing rights and obligations accruing under the Privacy Regulations; or (c) arising as a result of any breach of this BA Agreement, including, but not limited to, any rights and remedies available at law or equity. Upon termination of this BA Agreement for any reason, Business Associate shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any Individual who is the subject of PHI. If the return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity in writing. Thereafter, Business Associate shall continue to extend the protections of this BA Agreement to such information, and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed. This subsection shall survive termination of this BA Agreement.

Section 6. Assignment. This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by Business Associate without the prior written consent of Covered Entity and any assignment or transfer without proper consent shall be null and void.

Section 7. Governing Law and Venue. This BA Agreement shall be governed by, and interpreted in accordance with, the Privacy Regulations and the laws of the Commonwealth of Pennsylvania.

Section 8. **Amendment or Modification**. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event provisions of this BA Agreement shall conflict with the requirements of the Privacy Regulations, this BA Agreement shall automatically be deemed amended as necessary to comply with such legal requirements.

Section 9. **Waiver**. The failure of either Party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.

Section 10. **Severability**. In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 11. **Entire Agreement**. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

BUSINESS ASSOCIATE:

EPLS LLC

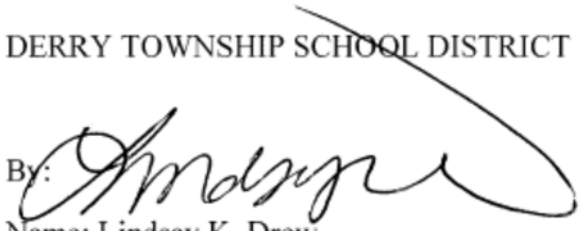
By: 

Name: William Tell

Title: CEO

COVERED ENTITY:

DERRY TOWNSHIP SCHOOL DISTRICT

By: 

Name: Lindsay K. Drew

Title: President, School Board

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TRUE RX

Pharmacy Services Agreement

Derry Township School District

THIS PHARMACY SERVICES AGREEMENT ("**Agreement**") is made and entered into this 1st day of July, 2025 (hereinafter referred to as the "**Effective Date**"), by and between **True Rx Management Services, Inc., d/b/a True Rx Health Strategists,** with primary offices located at PO Box 431, 2495 E. National Hwy, Washington, Indiana 47501 (hereinafter referred to as **"True Rx"**), and **Derry Township School District** with primary offices located at 30 E. Granada Avenue, Hershey, PA 17033 (hereinafter referred to as **"Client"**) (each a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS: True Rx is a corporation duly formed in Indiana, in good standing, engaged in the business of administering prescription drug plans, adjudicating and processing prescription medication plans and all things necessary and flowing therefrom.

WHEREAS: Client provides a group health plan on behalf of its employees, hereinafter "Covered Persons". The health benefits being offered by Client to its Covered Persons include a prescription drug plan.

WHEREAS: Client wishes to contract with and utilize the services of True Rx for the establishment and processing of its prescription drug plan, and True Rx wishes to contract with and provide those services to Client, the Parties enter into this Agreements to set forth their respective duties, responsibilities and expectations.

COVENANTS

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Client and True Rx agree as follows:

1. DEFINITIONS.

The following are defined terms used in this Agreement:

"Administration Fee" means the fee paid by Client to True Rx for its general True Rx Services. This fee is billed on a per paid claim basis as shown in Section 1 of the True Rx Services Schedule 1. The per claim fee shall exclude rejections, reversals, and the matching original claim of the same day reversal.

"Affordable Care Act" or "ACA" means the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 and the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 and all other related laws, rules and requirements.

"Average Wholesale Price" or "AWP" means the benchmark price established by Medi-span (or such other nationally recognized reporting source as determined by True Rx), based on the 11 digit National Drug Code (NDC) of the prescription medication and the package size from which it was dispensed, as reported on the date of fill by the dispensing Pharmacy.

"Biosimilars" means a biological product that is highly similar to and has no clinically meaningful differences from an existing FDA-approved reference product.

"Brand Drug" means a covered drug with a proprietary name or trademark. True Rx shall consider drugs with a Medi-Span multisource code of "M" (co-branded product), "O" (originator brand), or an "N" (single source brand) as a Brand Drug. The Parties agree that when a drug is identified as a brand, it shall be considered a brand drug for all purposes under this Agreement.

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"Claim" means a claim for benefits under Client's Group Health Plan that involves a claim for coverage of a Prescription Drug Program.

"Confidential Information" means any and all oral or written, graphic, electronic, or electromagnetic information relating to Client's or True Rx's products or services, including techniques, relationships, business methods, policies, procedures, programs, data, strategies and plans, financial information and any intellectual or proprietary processes, whether or not marked by a party as "confidential." Confidential Information shall not include information which: (i) was already known by True Rx or Client on a non-confidential basis or is otherwise in the public domain; (ii) becomes public knowledge through a source other than Client or True Rx through no fault of Client or True Rx; or(iii) becomes lawfully available to Client or True Rx through a source other than Client or True Rx.

"Contracted Rate" means the specific reimbursement rate that a pharmacy or pharmacy chain has contractually agreed to accept for processing prescription drug Claims on behalf of True Rx.

"Co-payment" means the amount a Covered Person is required to pay for a Prescription in accordance with the Prescription Drug Program, which may be a percentage of the Prescription price, a fixed amount, or other charge, with the balance (if any) paid by the Prescription Drug Program.

"Covered Drug(s)" means pharmaceutical drugs and/or products that are covered under the terms of the Client's Pharmacy Benefit Plan as communicated to True Rx by Client.

"Covered Person" means an individual who is participating in or is eligible to access benefits under the Prescription Drug Program and/or under Client's Group Health Plan, as determined by Client.

"Dispense Fees" mean the portion of the reimbursement to the dispensing Pharmacy added to the Ingredient Cost and associated with the dispensing of Covered Drugs.

"Effective Rate" means the calculated blended discount rate off of AWP, accounting for differences in reimbursement rates between individual pharmacies or pharmacy chains.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Exclusive Distribution Drug" or "EDD" means drugs that are available from only 1 source (generally specialty drugs, and the pricing is similar to LDD drugs.

"Exclusive Formulary" means a formulary that is focused on cost containment for the Client and Covered Person. This approach will include maximizing rebates provided by manufacturers and reducing overall cost by excluding some drugs from the formulary. However, excluded drugs may be covered for some individuals based upon medical necessity and failure of a preferred drug(s).

"Formulary" means a list of medicines and their price tier classification for Covered Persons under the Group Health Plan.

"Generic Drug" means any drug classified as a generic product available from multiple sources that has been approved by the FDA for substitution as identified in True Rx's drug file that is not a Brand Product as defined above. Generic drugs after patent expiration available from less than two generic manufacturers ("Single Source Generics") shall be categorized as a brand drug for purposes of pricing reconciliation.

"**Group Health Plan**" means the employee welfare benefit plan, or arrangement sponsored by Client, by which Client provides pharmacy benefits to Covered Persons

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, and the rules and regulations promulgated thereunder and as they are amended from time to time.

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"Illness" means diagnosed medical condition.

"**Ingredient Cost"** means the cost of the covered drug as negotiated with each pharmacy. The ingredient cost shall be less dispense fee, rebates, discounts provided by manufacturers and any product selection penalties applied upon decision of a member.

"Injury" means bodily damage or loss sustained by a Covered Person which requires treatment by a Physician and is incurred by a Covered Person on or after the date of coverage under the Group Health Plan.

"Limited Distribution Drugs" or **"LDD"** means a medicine that is available from less than 3 pharmacy chains. Drug manufacturers limit the distribution of these medications to a small number of pharmacies which limits the competition on the pharmacies to dispense these medications.

"Mail Order Pharmacy" means one or more licensed pharmacies under contract with True Rx to provide mail pharmacy services where prescriptions are filled and delivered to Members via mail order.

"Medicine" or "**Medication"** or **"Drug"** means a substance or preparation that alleviates or treats an Illness or Injury and may be available by Prescription only or over-the counter ("**OTC**") including supplies.

"MultiSource Brand" means drugs that are available from multiple sources. This includes brands with generics available, co-licensed products, or as defined by First DataBank or Medi-Span.

"Maximum Allowable Cost" or "MAC" means maximum reimbursement limit that will be paid to a network pharmacy for Claims submitted for drugs obtainable from manufacturers or suppliers.

"Member(s)" means any eligible participant of a Group Health Plan who is entitled to receive Covered Drugs under the Client's pharmacy benefit as administer by True Rx.

"Non-Prescription Medicine" means an OTC Medication or supply, normally purchased without a Prescription and that is pre-packaged for use by the consumer and labeled in accordance with the requirement, statutes, and regulations of federal and applicable state governmental authorities.

"Network Pharmacy" means a licensed pharmacy which has executed an agreement to provide Covered Drugs to Members.

"Orphan Disease" means a condition that affects fewer than 200,000 people nationwide. This includes diseases such as cystic fibrosis, Lou Gehrig's disease, Tourette's syndrome, Hamburger disease, Job syndrome, and acromegaly, or "gigantism."

"Orphan Drug" means a pharmaceutical agent that has been developed to treat a rare medical condition, the condition itself being referred to as an orphan disease.

"Plan Design" means the Pharmacy Benefit Plan Design Form as agreed upon by both parties which includes the setup of the Group Health Plan.

"Preferred Drug List" or "Formulary" means the True Rx Preferred Drug List, as amended by True Rx from time to time. A current copy of the Preferred Drug List may be obtained by calling the Customer Service Team at (866) 921-4047.

"Prescriber" means a Physician or other health care practitioner licensed or authorized by law to issue an order for a Medicine.

"Prescription" means any order authorized by a Prescriber for a Prescription Medicine or a Non-Prescription Medicine that could be a Medication or supply for the Covered Person for whom prescribed. The Prescription must be compliant with applicable laws and regulations and identify the name of the Prescriber prescribing and the name of the Covered Person for whom prescribed. It must also identify the name, strength, quantity, and directions for use of the Medication or supply prescribed.

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"Prescription Drug or Prescription Medicine" means licensed Medicine that is regulated by legislation to require a Prescription before it can be obtained by a Covered Person.

"Prior Authorization" means the requirement that the healthcare provider or Covered Person obtain approval from the Group Health Plan before the Group Health Plan will approve payment for that medication. Without this prior approval, the Group Health Plan may not provide coverage, or pay for, the medication.

"Protected Health Information" or "PHI" means Protected Health Information, as defined in 45 C.F.R. §160.103, and is limited to the Protected Health Information received or created in connection with the performance of the True Rx Services under this Agreement.

"Qualified Brand Claim" means a claim that qualifies for a rebate guarantee. All brands as defined within this Agreement less stated exclusions within the rebate definition of this Agreement and any additional exclusions found within Service Schedule 1 and any exclusions found within future amendments bound to this agreement will be considered a qualified brand claim.

"Rebate" means any and all manufacturer derived revenue including but not limited to formulary rebates (as provided through the rebate aggregator for a particular pharmaceutical product provided by the drug manufacturer for placement of the manufacturer's pharmaceutical product on the covered drug list), market share rebates, discounts, administrative fees, direct-indirect remuneration fees and any other revenue from the manufacturer or other parties for the performance various programs or services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-identifiable claim information paid to True Rx.

"Specialty List" means the list of drugs as maintained by True Rx that lists the drugs considered Specialty Medications for pricing and Rebate purposes as adjusted by True Rx from time to time.

"Specialty Pharmacy" means a licensed pharmacy under contract with True Rx to provide Specialty Drugs to Members.

"Specialty Drug" means certain pharmaceuticals and/or biotech or biological drugs that are used in the management of chronic or genetic disease, including but not limited to injectable, infused, or oral Medications, or that otherwise require special handling.

"Third-Party Administrator" or **"TPA"** means the party that administers the medical benefits on behalf of the Group Health Plan.

"True Rx Management Programs" means the cost savings and/or clinical programs developed by True Rx including, but not limited to, Step Therapy, True Assist, True Advocate, Clinical Solutions, etc., as defined in Schedule 1 attached hereto and incorporated herein by reference.

"Usual and Customary" or "U&C" means the charge for Pharmacy Products that a Network Pharmacy would have charged a Member receiving benefits if such Member was not covered by a Plan.

"Universal Formulary" means a formulary that does not exclude medications from the formulary for the purpose of increasing rebates from the manufacturers.

2. **SCOPE OF RELATIONSHIP**. True Rx and Client specifically agree to these important terms regarding the Scope of the Relationship between them, as determined by this Agreement. True Rx is retained by Client only for the purposes and to the extent stated in this Agreement and the relationship of True Rx to Client is that of an independent contractor. True Rx defers to Client with respect to the administration and operation of its plan. True Rx performs only ministerial functions and not discretionary functions with respect to Client's Group Health Plan, and Client is solely responsible for the implementation, administration and interpretation of its Plan and for all final Claim determinations, including all final Claim Appeal determinations. As such, it is understood and agreed that Client is the Named Fiduciary and the Plan Administrator of its Group Health Plan under ERISA and the Internal Revenue Code, and True Rx is not a fiduciary with respect to the Plan and is not a Plan Administrator for purposes of ERISA.

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3. **SERVICES**. True Rx shall, on behalf of Client for those Covered Persons under Client's Group Health Plan covered by Client, provide certain pharmacy services, including the adjudication of Prescription Claims, management of Prescription costs, negotiation of payments to pharmacies and other related pharmacy fulfillment services as are more specifically set forth on **Services Schedule 1,** which is attached hereto and incorporated herein by this reference. (Hereinafter the services listed in this Agreement and on Services Schedule 1 are referred to as the "**True Rx Services**").

4. **CLIENT RESPONSIBILITIES.** Client agrees to cooperate with True Rx to allow True Rx to perform its True Rx Services for Client. Client agrees to review and execute documents prepared by True Rx for Client with respect to the performance of the True Rx Services. Client agrees to timely provide True Rx with a copy of all reports, correspondence, plan documents, service agreements and any information it creates, possesses, controls, or obtains relating to the True Rx Services. Client agrees that it is solely responsible for determining the Covered Persons under the Group Health Plan and that it may add or delete Covered Persons from eligibility files pursuant to the terms and conditions of this Agreement, and that True Rx may rely upon all of the plan documents and instruments and the eligibility files for purposes of its performance under this Agreement. Client further agrees to provide to True Rx necessary Protected Health Information and certain required personal information of Covered Persons in order to permit True Rx to process claims under Client's Group Health Plan. All information shall be delivered to True Rx in a format and with the content consistent with the applicable statutes and regulations. Client also agrees to cooperate in the performance of the True Rx Services and acknowledges and agrees to the Additional Services and Services Limitations stated in Services Schedule 1.

5. **TERM.** This Agreement is for a one (1) year term following the Effective Date. This Agreement will automatically renew every year on the anniversary date for an additional one (1) year term, unless either Party files notice with the other Party at least sixty (60) days prior to the renewal date. Notwithstanding the automatic renewal provision, either Client or True Rx may terminate this Agreement at any time, after the initial (1) year term, by providing sixty (60) days prior written notice of termination to the other Party delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested or by electronic mail (email) with confirmation of delivery acknowledgement engaged, to the person identified in the Notice provision in Section 20. In the event that Client fails to provide sufficient notice of termination as required or terminates this Agreement prior to the end of the Agreement term as described herein above, rebates may be withheld from Client at True Rx's discretion. In addition to the holding of rebates, if Client fails to comply with the requirements of this paragraph, True Rx shall be entitled to all fees earned through the cancelation date as well as, at its sole discretion, orders for injunctive relief, specific performance and any and all other remedies in equity or law. True Rx shall be entitled to all costs associated for any action necessary to enforce this Agreement to include, but not limited to, reasonable attorneys' fees.

6. **TERMINATION**. Without limiting the foregoing, either Party may immediately terminate this Agreement and any related agreements if a particular Party to this Agreement, who believes it is in compliance with the terms of the Agreement (the "**Non-Breaching Party**") makes the determination that the other Party has materially breached a term of this Agreement, or the Business Associate Agreement referred to in Section 11 of this Agreement (the "**Breaching Party**"). Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of its assertion of a material breach. If so, the Breaching Party has thirty (30) calendar days to cure said breach upon mutually agreeable terms, or otherwise to respond to the Non-Breaching Party. In the event that a mutually agreeable resolution is not reached within this thirty (30) day period, the Non-Breaching Party will provide to the Breaching Party a final demand for cure to occur within an additional fifteen (15) calendar days. Failure by Breaching Party to cure said asserted material breach within this additional fifteen (15) calendar day period, permits the Non-Breaching party to immediately terminate of this Agreement.

6.1 **Transition of Files**. Upon termination of this Agreement, True Rx shall promptly transition Claims files and/or history to Client's new prescription benefit manager or any other party, as directed by Client, at no additional cost.

6.2 **Destruction or Return of PHI**. Upon termination of this Agreement, True Rx agrees to return to the Client a copy of all protected health information ("**PHI**") received from Client or created or received by True Rx on behalf of Client, that True RX and/or its subcontractors or agents still maintain in any form. True Rx further agrees not to retain any copies of such information, beyond the required period of time for the statute of limitations regarding any claims related to such information. Following the period of the statute of

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limitations on any such claims related to the information gathered, True Rx shall destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(J) and in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742-42743 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, True Rx will notify Client of such event in writing, and will thereupon extend the protections of this Agreement and its associated Business Associate Agreement to such Client PHI and limit further uses and disclosures, until the destruction can be accomplished. Such notice to Client will include: (i) a statement that True Rx has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. True Rx further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to True Rx's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures.

7. FEES. The Service Schedule 1, states the Fees that apply under this Agreement. True Rx shall bill the Client's Third-Party Administrator (hereinafter "TPA") for Client's weekly invoice for: (i) the amount of the reimbursement for pharmaceuticals dispensed by the pharmacies to the persons covered by Client's Prescription Drug Plan (less applicable co-payments made by Covered Persons); and (ii) for all other applicable administrative fees, services and expenses pursuant to the attached Services Schedule 1. As a condition for the continued services provided by True Rx hereunder, Client shall pay TPA for the True Rx Services it performs for Client, and Client shall direct and instruct TPA, and TPA shall pay all invoices of fees and expenses for True Rx services within four (4) calendar days of TPA's receipt of each True Rx invoice. The entire invoice billed according to the terms of this agreement will be reimbursed to True Rx at one time via EFT payment with True Rx pulling the funds from the TPA on the due date. The payment of True Rx invoices is an express condition to True Rx's performance of its obligations under this Agreement. True Rx does not, and has no obligation to, fund Client's Group Health Plan benefits, and as such, Client agrees to pay all True Rx invoices. True Rx also agrees that the amount of the reimbursement for Medicine paid to the recipient pharmacies will be the same amount billed to Client, plus applicable Service Schedule 1 Fees. Upon termination of this Agreement for any reason, Client shall pay all invoices, including all Service Schedule 1 fees, to and through the date of termination of this Agreement.

7.1 Penalties. Client agrees to ensure timely payment to True Rx. Should the Fees described within this Agreement not be paid to True Rx as stated within the payment terms of this agreement and any addendums thereto, Client shall be subject to an additional fee equal to the interest on the amount remaining unpaid at a rate of one percent (1%) compounded monthly. Additionally, True Rx shall retain all Rebates received on behalf of Client. Client shall still be responsible for any and all remaining outstanding fees and cost along with all future fees and costs incurred by True Rx pursuant to this Agreement.

8. CONFIDENTIAL/PROPRIETARY INFORMATION. In addition to the restrictions on uses and disclosures of Protected Health Information under HIPAA, Client and True Rx, and each of them, shall not use or disclose to others, except as permitted by this Agreement or required by law, any Confidential Information that True Rx provides to Client or that Client provides to True Rx, without the prior written consent of the non-disclosing Party. All information or data relating to the business or operations of any Party to this Agreement (the "Disclosing Party") acquired by any other Party in connection with this Agreement (the "Acquiring Party") shall be treated as confidential by the Acquiring Party, and shall not, unless otherwise required by law or the requirements of any accrediting agency, be disclosed by the Acquiring Party without the prior written permission of the Disclosing Party to whom the information in question relates. For the purposes of this Agreement, "Confidential Information" means, without limitation, all information proprietary to the Disclosing Party, whether or not marked "confidential," that constitutes trade secrets and/or confidential information as construed by Applicable Law or information that is not already available to the public, all of which the parties hereto agree constitutes trade secrets under the Uniform Trade Secrets Act, including, but not limited to, all information relating directly or indirectly to the business of the Disclosing Party, prospect lists, referral sources, customer lists and customer information, physician names, contact information and information regarding said physicians, patient/end user names, contact information and information regarding said patients/end users, information concerning services and supplies, marketing programs, computer program and systems, business and supplier contracts, techniques, processes, methods, technologies, business information, financial data, financial plans, products, equipment, sales information, costs data, personnel, product tests, pricing policies, distributorship arrangements, business plans or business strategies, and the like. This provision shall survive termination of this Agreement. This does not prohibit True Rx from utilizing deidentified aggregate data generated by True Rx for the purposes of analysis or reporting. Nothing in this paragraph shall be construed in any way to conflict with or violate the Anti-gag Clause requirements of Consolidation and Appropriations Act of 2021.

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9. **INDEMNIFICATION**. Each Party hereby agrees to indemnify, defend, and hold harmless the other Party, its agents, employees, officers, and directors from and against any and all liability, expense (including court costs and reasonable attorney's fees) and any claims for damages of any nature whatsoever, whether direct or indirect, which the other Party may incur, suffer or become liable for or which may be asserted or claimed against the other Party including without limitation: a) any breach of this Agreement or the Business Associate Agreement by either Party, including without limitation any improper use or disclosure of PHI by a Party, or any Party's employee, officer, agent, successor or assign, b) any Claim of underfunding of Client's Group Health Plan which Client hereby agrees is the sole obligation of Client; and c) any error or omission of either Party, including but not limited to, negligent acts or statutory violations by either Party, or its officers, directors, employees, or agents. In addition, each Party specifically agrees to pay actual costs for any associated mitigation incurred by the other Party as a result of a Breach of Unsecured PHI by the other Party.

10. **COMPLIANCE AND CHANGES IN LAW**. True Rx and Client and each of them, agree to comply with all applicable federal, state and local laws, ordinances, regulations, rules and codes, including, without limitation, HIPAA, and ERISA (if applicable), as well as any other laws, ordinances, regulations, rules and codes relating to the handling and/or processing of pharmaceutical Claims and the information contained in such Claims as necessary with respect to their respective obligations under this Agreement, including the terms of Service Schedule 1, and including all amendments and changes to any applicable law. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances that may be required to comply with any amendment or change in any applicable law. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 10.

11. **BUSINESS ASSOCIATE AGREEMENT**. The Parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. At any time, upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Consistent with the foregoing, True Rx and Client acknowledge that True Rx is a Business Associate of Client's Group Health Plan, which is a Covered Entity, each as defined under HIPAA and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (referred to as the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (referred to as the "Security Rule") (collectively referred to as the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (referred to as the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. True Rx and Client agree to undertake and execute the Business Associate Agreement that is provided as part of this Agreement to fulfill these regulations.

12. **RECORDS RETENTION.** Consistent with the terms of Section 6.2, True Rx shall retain copies of its records and appropriate documents generated, retained, and/or acquired in its performance of True Rx Services in accordance with all applicable state and federal regulations, generally for the duration of the statute of limitations on any Claim processed by True Rx during the Term of this Agreement. Duplicates of such records, for use in disaster recovery situations, shall also be maintained by True Rx in accordance with all applicable state and federal regulations, the manner and form determined by True Rx at a secure, off-site location.

13. **BINDING AGREEMENT SURVIVAL AND AMENDMENT**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. All representations, covenants and agreements within **Sections 4, 5, 6, 7, 8** and **9, and in the Service Schedule 1,** made by Client and/or True Rx and each of them, under this Agreement and all attachments and schedules, shall survive the expiration or earlier termination of this Agreement. This Agreement and its attached Services Schedule 1, and the Business Associate Agreement, as well as the Pharmacy Benefit Plan Design Form, as each may be amended from time to time, constitute the complete agreement between the parties hereto and shall supersede all prior contracts, agreements, arrangements, correspondence and understandings between True Rx and Client. This Agreement may not be amended, modified, or supplemented, except in writing signed by both True Rx and Client, and any oral modifications hereto shall be null and void.

14. **GOVERNING LAW AND JURISDICTION**. This Agreement shall be governed by the laws of the State of Indiana, to the extent not determined or interpreted under federal law. Client and True Rx agree to submit to the

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jurisdiction of the state courts located in Daviess County, Indiana, or the United States District Courts of the Southern District of Indiana.

15. **INCORPORATION OF RECITALS**. The Parties agree that the foregoing recitals in the preamble of this Agreement are true and correct and are incorporated in this Agreement.

16. **FULL AND FINAL AGREEMENT**. This Agreement and any Schedules or Exhibits attached hereto represent the entire agreement between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement supersede any prior verbal or written communications, including without limitation any conflicting proposal material, to the extent that such terms are not specifically incorporated by reference into this Agreement. No waivers, amendments or modifications of this Agreement or any part thereof will be valid unless in writing signed by both Parties hereto.

17. **INTERPRETATION AND WAIVER**. The terms of this Agreement shall be interpreted so that they are effective under applicable law, to the extent possible. This Agreement is negotiated and as such, is not to be construed against True Rx, but rather to be interpreted as if both Parties were involved in its drafting. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

18. **IMPOSSIBILITY OF PERFORMANCE**. In the event of any act or explosion, action of the elements of deity, strike or labor relations problem, restriction or restraint imposed by law, rule or regulation of any public authority, whether federal, state or local, and any civil or military action, interruption of transportation or availability or accessibility to the internet, criminal activity of electronic espionage or security breach, or any similar event that is beyond the reasonable control of a Party to this Agreement, such Party or Parties shall not be liable for any delay or non-performance of any terms, covenant or agreed term hereunder.

19. **NO THIRD-PARTY BENEFICIARIES**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

20. **NOTICES**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested or by electronic mail (email) to the email address shown below with confirmation of delivery acknowledgement engaged, to the following:

True RX:	True Rx Management Services d/b/a True Rx Health Strategists PO Box 431 2495 E. National Hwy. Washington, IN 47501 ATTN: Legal Department Email: legal@truerx.com
Client:	Derry Township School District 30 E. Granada Avenue, PO Box 898 Hershey, PA 17033 ATTN: Angela Cooney Email: acooney@hershey.k12.pa.us

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

21. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies and electronically made and delivered copies shall be deemed to be originals.

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22. **DISPUTES**. If any controversy, dispute or claim arises between Client and True Rx (except for disputes regarding a Claim of a Covered Person) with respect to this Agreement, or any of the schedules, attachments or agreements between them, Client and True Rx, and each of them, will first make good faith efforts to resolve such matters informally. In the event such a dispute cannot be resolved through good faith efforts, the aggrieved party may proceed in accordance with the applicable law and jurisdiction as stated in Section 14 to file a claim in the appropriate court. In the event of a breach of this Agreement or any schedules or attachments hereto by Client, either Party shall be entitled to injunctive relief or an order for specific performance as well as any and all other legal remedies available under equity of law. The prevailing Party shall be entitled to recover all costs of such action to include, but not limited to, reasonable attorney fees.

23. **THIRD-PARTY DISPUTES.** With respect to any threatened or actual litigation commenced by any third-party, including without limitation, any Covered Person that relates to any Claim (the "Third-Party Claim"), Client and True Rx agree to provide prompt written notice of such matter within ten (10) calendar days. Client acknowledges its obligation to fund its Group Health Plan and as such, Client and True Rx agree that True Rx will tender the defense of the Third-Party Claim to Client and Client will accept such tender, and will be responsible for handling all matters related to the Third-Party Claim, including all attorney's fees, and any attorney's fees of True Rx. Client will control all aspects of the Third-Party Claim. If any dispute arises between Client and True Rx regarding such Third-Party Claim, it will be dealt with separately from the Third-Party Claim under the terms of this Section 23. In such an instance, any fact or law determination in the instance of a Third-Party Claim is not binding on and is not to be used in regard to the resolution of the matter between Client and True Rx. With respect to any Third-Party Claim, Client and True Rx shall cooperate and work together in that defense consistent with this Agreement and a joint defense, regardless of any dispute that may also arise between Client and True Rx.

24. **LIMITATION OF LIABILITY**. Notwithstanding any other term of this Agreement, in no event will True Rx be liable in contract, tort, or otherwise arising from the relationship of the Parties or the conduct of business under this Agreement, or any addendum attached hereto and incorporated herein, for an amount exceeding, in the aggregate, the amount received by True Rx for one (1) year of Administration Fees received from Client, as determined by the Administration fees for the year preceding the alleged cause of action.

25. **CORPORATE AUTHORITY.** This Pharmacy Services Agreement has been executed by the respective duly authorized and empowered officer, director, shareholder, owner, partner or agent of **True Rx Management Services** and **Derry Township School District**, effective on the day and year first above written.

"Client"

Derry Township School District

By: _____

Printed: Lindsay Drew

Title: School Board President

"True Rx"

True Rx Management Services, Inc.
d/b/a True Rx Health Strategists

By: _____
Docusigned by:
Michael D. Chestnut
76D8BD50E0E3418...

Michael D. Chestnut, Esq.
General Counsel

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TRUE RX SERVICES SCHEDULE 1
Derry Township School District

1. **True Rx Services Listing and Corresponding Fees**

True Rx Services	Fee
1) Electronic Claims processing 2) Toll-free call center support 3) Access to True Rx's national network of pharmacies 4) Generate reports as requested by Client 5) Open enrollment participation and support 6) Implementation support 7) Plan setup and design changes 8) Electronic & Manual eligibility submissions 9) Medical data integration 10) Secure data transfer via FTP 11) Network management and communication 12) Online Formulary Communication 13) Concurrent Drug Utilization Reviews ("DUR") 14) Fraud, Waste and Abuse online edits 15) Any other mutually agreed upon services 16) EPLS Advocacy Assistance	$6.50 per paid claim
Prior Authorizations	Clinical Prior Authorization - $50
Mark Cuban Cost Plus Program	Included in Administrative Fee
Additional Government Required Reporting	As Invoiced

For purposes of these True Rx Services, the following terms apply:

"**EPLS Advocacy Assist**" (herein referred to as "EPLS") means a process whereby True Rx maximizes the copay structure for brand drugs as directed by EPLS. Client authorizes True Rx to communicate with EPLS's personnel regarding any prescription benefit information, including PHI, that is necessary for EPLS to perform its contractual obligations with the Client. Client hereby verifies that a Business Associates Agreement has been executed between Client and EPLS. Client expressly grants True Rx permission to allow EPLS's personnel to either have access and editing rights to Client's Benefit Drug Plan or to direct True Rx personnel to make edits to the Benefit Drug Plan for purposes of member eligibility and prescription override authority. Client shall hold True Rx harmless for any and all actions performed by or ramifications resulting from actions performed by or directed by EPLS personnel.

"Mark Cuban Cost Plus Program" The Mark Cuban Cost Plus Program is an in-network pharmacy benefit offering, for clients that allow mail order pharmacies, as part of their standard benefits. The program offers lower costs option for Members on select drugs that are available through Mark Cuban Cost Plus. Members must enroll into the program through the True Rx member portal.

"Additional Government Required Reporting" The Federal government and many State governments are beginning to require a myriad of reporting. As these reporting requirements become effective, True Rx will evaluate each and determine if True Rx should be the reporting entity and if so what, if any, fees will be charged. True Rx shall notify Client of the reporting requirements and proposed fees, if Client does not notify True Rx of any objections within 90 days the date of the notice, the reporting and fees will be deemed agreed to and True Rx shall provide the reporting and invoice Client accordingly.

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Performance Guarantees. True Rx makes certain performance guarantees for services provided as part of this Agreement. All Performance Guarantees are listed on Exhibit "A" to this Schedule 1, which is attached hereto and incorporated herein by reference.

2. Optional True Rx Services and Fees

True Rx Services may, at the option of Client, include the following Optional Services.

Service	Fee
True Codes	20% of the savings recognized by Client with a $2500 per claim per four weeks maximum*
True Genomics Administrative Fee	$0.50 per paid claim
True Genomics Lab Fees/Consultation	$450.00 per tested member
Diabetes Management Program	$100.00 per engaged member per month
Mail Order Invoicing	$0.00
Step Therapy Program	$0.00
Identification Card	$2.50 per card No charge for the initial card print for the Client.
Mailings	$2.00 per Client requested letter
Creditable Coverage Determination	$750 per determination
Additional Services	To Be Determined

* On all claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks.

For purposes of the Optional Services, the following terms apply:

"**Step Therapy**" means a process whereby True Rx encourages members to use medications that are generally recognized as safe and effective but are also lower-cost. Under this program, in order to receive coverage, member may need to first try a proven, cost effective medication before progressing to a more costly treatment.

"True Codes" means a process whereby True Rx actively helps certain identified Covered Persons, under the Client's Group Health Plan, maximize savings for treatments identified, through billing code review, that are being received by Covered Persons via the Client's Group Health Plan's medical plan, when the same treatment can be provided via the pharmaceutical plan at a reduced cost. True Rx will charge twenty percent (20%) of the monthly savings recognized by Client capped at $2,500.00 per claim per four weeks. On all claims that provide more than a 30-day supply, maximum caps shall be assessed every four weeks.

"True Genomics" means a process whereby certain Covered Persons of the Plan who are potentially at risk for drug-gene interactions based on the medication claims that process through the True Rx adjudication system are identified by True Rx. Once identified, the Covered Person may elect to participate in the program. Each participant will be provided a test kit with instructions to obtain and transmit the required sample, and True Rx's clinical team will analyze the sample results with the Covered Person's medication history to determine the preferred medication option. True Rx will provide results to the Covered Person and will share with the appropriate provider as directed for possible revisions to the Covered Person's medication regimen by their provider. True Rx will charge $0.50 per paid claim admin fee and a $450 fee for each engaged Covered Person.

"Diabetes Management Program" means a program of diabetes management that reviews a selected member's current medication and treatment regimen to ensure that prescribed medication and treatment are as beneficial, effective, and cost efficient as possible as well as detailed disease state education to achieve optimal blood glucose control and prevent avoidable complications. It is not to obtain new diagnosis or treatment or to serve as a

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substitute for an appointment with a medical provider. True Rx shall charge Client $100.00 per engaged member per month.

"Creditable Coverage Determination" means a process whereby True Rx aids the client in determining the Group Health Plan's Creditable Coverage Status. Group Health Plans are required to provide creditable coverage notifications to Covered Persons as required by the Medicare Modernization Act. Creditable coverage means the coverage is expected to pay on average as much as the standard Medicare prescription drug coverage. True Rx will provide this determination upon request. True Rx must be notified by Client or Client's representative that they wish the determination of creditable coverage to be made at least 3 weeks prior to requested date. By requesting this determination, Client agrees that True Rx may utilize a vendor chosen by True Rx to complete the determination for high deductible health plans. Client also agrees that the simplified determination may be used for PPO (non-deductible) plans. The sample letter of creditable coverage and appropriate accompanying information will be provided to Client or Client's representative for final approval and distribution to its covered persons.

3. Additional Services and Service Limitations

True Rx provides a number of different services and takes on certain additional responsibilities under the Agreement as stated in this Part 3. Also, and importantly, there are certain limits to the True Rx Services, agreements and responsibilities as also stated in this Part.

Pharmacy Help Desk. True Rx offers Client its Pharmacy Help Desk. Administered by a True Rx-approved vendor and available 24 hours per day, 7 days per week, the Pharmacy Help Desk provides assistance to network pharmacies with Prescription Claim inquiries. This, in turn, helps Client's Covered Persons with their Claims processing.

True Rx Customer Service. Customer Service Representative (hereinafter "CSR") are available Monday-Friday, closed on Holidays (New Year's, MLK, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, and Christmas). CSR are available to provide assistance for any questions Client's Covered Persons may have regarding the Prescription drug plan during normal business hours.

Rebates. All rebates received by True Rx for claims dispensed to Client's Covered Persons will be passed on to the Client during the life of this agreement. Should Client at any time fail to ensure payment to True Rx as described in Sections 7 and 7.1 "Fees" of this Agreement, or fail to provide sufficient notice of termination or terminate the Agreement prior to the end of the Agreement term as described in Section 5, rebates may be withheld from Client at True Rx's discretion. The following claims may not receive rebates; however any rebates received for these drugs will be passed through to Client: (i) cosmetic drugs, (ii) appliances, devices, bandages, heat lamps, braces, splints, vaccines and artificial appliances, (iii) health and beauty aids, and dietary supplements, (iv) over the counter products, (v) biosimilar drugs, (vi) limited and exclusive distribution drugs (vii) member submitted Claims, (viii) Medicaid subrogation Claims, (ix) secondary Claims, (x) Claims older than 180 days, (xi) Claims through Sponsor-owned, university pharmacy (xii) Medicaid fee-for-service Claims, (xiii) Claims with an invalid quantity or unit cost, (xiv) Claims with invalid identifiers (e.g., pharmacy identifiers), (xv) Claims pursuant to a 100% member copayment plan, (xvi) generic claims, (xvii) claims for re-packaged NDCs, (xviii) Claims where the Member pays 100% of the cost of the product without subsequent reimbursement under a Benefit Plan (e.g., discount card program), except where Member may pay for the full cost during a deductible or similar period under a Benefit Plan, (xix) claims from entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, etc.) (xx) Compound Drugs, (xxi) Claims from long term care pharmacies; home infusion Claims (xxii) Claims for drugs procured under the Non-Profit Institutions Act, (xxiii) Claims for drugs dispensed at a non-pharmacy dispense site, (xxiv) workers compensation Claims, (xxv) any Government Program Claims, including but not limited to 340B pharmacy, Indian Health Services and/or Tribal Claims and Tricare etc., (xxvi) Claims from Institutional hospital pharmacies, (xxvii) Claims for drugs dispensed by a managed care organization pharmacy, (xxviii) Claims for drugs dispensed by a clinic pharmacy, (xxix) Claims from pharmacies located outside the United States, including Claims from any pharmacy located in a United States territory (TER), (xxx) brand drugs will not be included in the rebate guarantees when True Advocate or other advocacy vendor is utilized (xxxi) HIV Category and Thyroid drugs, (xxxii) authorized generics, (xxxiii) non-self-

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administered products and products administered by a healthcare provider and/or under the supervision of a healthcare provider, (collectively, the "Exclusion").

Eligibility Files, Data and Updates. True Rx will maintain, administer and update Client's employee eligibility upon request by email, profile update or Client download, according to process agreed upon in the Benefit Plan Design with names and information of those employees of Client and their spouses and dependents who are eligible for True Rx Services, including COBRA-eligible members, which updates shall be filed electronically by email or other means agreed to by Client and True Rx based on information provided by Client.

Plan Design. True Rx will provide to Client its standard plan design for its use and evaluation. Client has ultimate authority over its plan design, and the determination of that plan design is subject to the Client Responsibilities stated below in this Part. The final plan design as agreed upon between True Rx and Client will be evidenced by a separate agreement, the Pharmacy Benefit Plan Design Form, that is completed with the Client Account set-up, and such Form is incorporated as part of this Agreement.

Assistance and Guidance Samples. Consistent with the terms of the Scope of Relationship and Client Responsibilities stated in this Part, to which Client expressly acknowledges and agrees, True Rx may provide sample language, sample formularies, plan document and summary plan description sample language and sample forms for Client to use as it establishes and maintains its Group Health Plan and the delivery of Pharmacy benefits under that Plan. Client acknowledges and agrees that True Rx is not engaged in the business of plan design consulting services and that it defers to any insurance broker and/or consultant involved. Congruently, Client agrees that it is solely responsible for the establishment and development of its Group Health Plan, and Client is the final decision-maker as to the establishment of the terms of its Plan.

Client Responsibilities. Client is responsible for its Group Health Plan Assets. Once a fee is paid to True Rx, such amounts are no longer assets of Client's Group Health Plan. Similarly, Client agrees that once payment has been arranged for and/or made for a Prescription Drug under Client's Plan, such amounts are also no longer assets of Client's Group Health Plan. Client also acknowledges and agrees that True Rx is not engaged in the practice of delivering legal, accounting or actuarial advice, and Client agrees to consult with such professionals regarding its Group Health Plan, and in particular with legal counsel regarding any documentation, forms or other legal compliance matters related to its Group Health Plan, including the scope of covered services, the requirements of ACA, including without limitation the delivery of a plan that provides minimum value, and all related compliance with laws.

Government Matters. In the event that Client is audited by any agency or department of the state or local government in connection with its Group Health Plan, True Rx agrees to cooperate with Client in connection with such investigation if True Rx is requested to provide assistance. If Client is audited or investigated or receives correspondence from Medicare relative to a Claim processed by True Rx, of any kind or type, Client agrees to immediately send a copy of such matter to True Rx under the Notice provisions in the Agreement. True Rx agrees to provide assistance and to respond to the Medicare inquiry, or demand. Client is responsible for paying applicable interest charges from Medicare and for reimbursing Medicare for benefits amounts if it is determined that the Plan should have paid the Claim primary to Medicare. True Rx will be entitled to obtain service fees and reimbursement for its out-of-pocket costs and attorneys' fees in rendering the assistance stated in this Part.

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4. **Pharmacy Pricing Matrix:**

	Broad National Network		
	Participating Pharmacies		*True Rx Mail Order*
Non-Specialty	**1-83 Day Supplies**	**84-90 Day Supplies**	**1-90 Day Supplies**
Brand – Effective Rate	2025: AWP - 18.2% 2026: AWP - 18.3% 2027: AWP - 18.4%	2025: AWP - 22.0% 2026: AWP - 22.1% 2027: AWP - 22.2%	2025: AWP - 24.0% 2026: AWP - 24.0% 2027: AWP - 24.0%
Generic – Effective Rate	2025: AWP - 84.5% 2026: AWP - 84.6% 2027: AWP - 84.7%	2025: AWP - 86.5% 2026: AWP - 86.6% 2027: AWP - 86.7%	2025: AWP - 88.0% 2026: AWP - 88.0% 2027: AWP - 88.0%
Dispensing Fee	$0.95	$0.00	$0.00
Specialty	**Retail Pharmacy or True Rx Specialty Pharmacy**		
Aggregate Effective Rate	2025: AWP – 18% 2026: AWP – 18% 2027: AWP – 18%		
Dispensing Fee	$0.00		

5. **Rebate Pricing Matrix:**

Universal Formulary	2025	2026	2027
Retail 30	$260.00	$275.00	$288.00
Retail 90	$575.00	$605.00	$635.00
Mail	$600.00	$635.00	$667.00
Specialty	$3,200.00	$3,400.00	$3,570.00
Exclusive Formulary	**2025**	**2026**	**2027**
Retail 30	$330.00	$345.00	$362.00
Retail 90	$773.00	$812.00	$852.00
Mail	$840.00	$882.00	$926.00
Specialty	$3,300.00	$3,500.00	$3,675.00

Pricing Matrix. The representative network rates and rebates quoted above are effective rates based on the current performance of True Rx Management Services book of business. Due to limited distribution agreements conducted by manufacturers, a small number of specialty products are not available at the exclusive pricing schedule.

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Performance Guarantees

Exhibit "A"
Performance Guarantees

Performance Guarantees		
General		
True Rx Health Strategists will put 25% of the annual administrative fee at risk for Client Performance Guarantees. Client may elect to assign different weights to individual categories; in no instance shall an individual category be assigned higher than 20%, and the total of all categories with percentages assigned must be 100%.		
True Rx Health Strategists will measure and report on Implementation Performance Guarantees within 90 days of Client Effective Date. Ongoing Performance Guarantees will be measured and reconciled on an annual basis, within 90 days of the close of the contract year. Ongoing Performance metrics for groups with <1,000 lives will be measured on a True Rx Book of Business basis and not at the individual client level.		
True Rx Health Strategists will pay out any monies for missed Performance Guarantees within 30 days after both parties agree on amount.		
Implementation		
Category	**Criteria**	**Percentage at Risk (Determined by Client)**
ID Cards & Welcome Packets	95% of member ID cards and welcome packets will be received by members on or before the effective date of the plan, on the condition that Client provides True Rx Health Strategists with clean eligibility in an approved file format, according to a mutually agreed upon schedule.	
Benefit Design Setup - Timeliness	Client's benefit designs will be successfully loaded in True Rx Health Strategists' system at least 15 calendar days prior to the implementation date of coverage, dependent upon Client providing True Rx with benefit design sign-off 60 days prior to go-live.	
Implementation Satisfaction Survey	True Rx Health Strategists shall conduct a post-implementation questionnaire survey of at least three Client employees involved in the process to measure satisfaction associated with implementation of the plan. True Rx guarantees an average satisfaction rating of at least four (4) on a five (5) point scale.	
Testing – Issue Resolution	For Eligibility, Claims and Accumulator file testing, True Rx Health Strategists guarantees to resolve agreed upon high/critical severity defects within seven (7) business days of being identified; if resolution within 7 business days is not possible due to scope of issue, timeline will be mutually agreed upon.	

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Ongoing Performance		
Category	**Criteria**	**Percentage at Risk**
Account Team Responsiveness	True Rx Health Strategists Account Team Members will acknowledge electronic, verbal, and written notices of issues by the client within 24 hours of receipt. If the issue cannot be resolved within 48 hours, account team members will notify the client of the expected time frame for resolution.	
Report Distribution	True Rx Health Strategists will provide client monthly standard management reports within 10 business days after the end of the reporting month.	
First Call Resolution	True Rx Health Strategists will resolve 94% of all member phone calls upon first contact.	
Abandonment Rate	True Rx Health Strategists guarantees that all inbound calls to Customer Service will have an abandonment rate of 5% or less.	
Phone Average Speed of Answer	True Rx Health Strategists guarantees an average speed of answer (ASA) for all inbound Customer Service calls of 45 seconds or less.	
Eligibility	True Rx Health Strategists will accurately process a minimum of 99% of eligibility updates on the same day of receipt, provided a clean file is received.	
Data Systems Availability and Adjudication	True Rx Health Strategists guarantees an average point-of-sale adjudication system availability of 99%; exclusive of planned downtime for maintenance and/or upgrades.	
Benefit Design Setup	True Rx Health Strategists will load any new/edited benefit designs within 10 business days of receipt of a signed plan design document from Client.	
Paper Claim Handling Turnaround Time	True Rx Health Strategists shall resolve member submitted paper claims within the following time frames: 15 business days for claims requiring no intervention, 30 business days for claims requiring intervention.	
Mail Order Pharmacy Accuracy	True Rx Health Strategists guarantees a 99% accuracy rate for medications dispensed via mail order.	

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TRUE RX

Business Associate Agreement

Derry Township School District

This Business Associate Agreement (**"Agreement"**) is made and entered this 7th day of April, 2025, hereinafter referred to as the **"Effective Date"**, by and between **True Rx Management Services, Inc., d/b/a True Rx Health Strategists**, with primary offices located at PO Box 431, 2495 E. National Hwy., Washington, Indiana 47501 (**"Business Associate"**) and **Derry Township School District** with primary offices located at 30 E. Granada Avenue, Hershey, PA 17033 (**"Covered Entity"**) (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Business Associate will provide certain management and administrative services to Covered Entity that may require the disclosure of certain protected health information ("PHI"), which must be maintained confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; and

WHEREAS, pursuant to the HIPAA Regulations and the HITECH Act, Covered Entity and Business Associate must agree in writing to comply with certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to comply with the HIPAA Regulations and the HITECH Act, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. Definitions. The terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in the HIPAA Regulations and the HITECH Act, as amended.

2. Services Agreements.

2.1. Existing Services Agreements. Covered Entity and Business Associate are parties to the following Services Agreements executed prior to the Effective Date and currently in effect (if any):

Agreement:	Services:	Date of Agreement:
Pharmacy Services Agreement	Prescription Benefit Management	7/1/2025

All existing Services Agreements between the Parties are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

2.2 **Use and Disclosure of PHI to Provide Services**. Business Associate will not use or further disclose PHI other than: (i) as permitted or required by the terms of the Services Agreement or this Agreement; (ii) as required by law; or (iii) as expressly permitted by HIPAA or the HITECH Act. Except as otherwise provided herein, Business Associate may make any and all uses or disclosures of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses or disclosures not authorized by this Agreement are prohibited.

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3. **Additional Business Associate Activities**. Except as otherwise provided in this Agreement, Business Associate may also:

3.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

3.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate. Business Associate represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws; and (ii) Business Associate will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement.

3.3 Aggregate Covered Entity's PHI in Business Associate's possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the Privacy Rule. Business Associate will not disclose the PHI obtained from Covered Entity to another covered entity absent written authorization from Covered Entity.

3.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

4. **Business Associate Covenants**.

4.1 **Appropriate Safeguards**. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI or access to ePHI, other than as provided for by this Agreement. For ePHI, appropriate safeguards means all the safeguards of the Security Rule and shall include the technologies and methodologies prescribed by the Secretary of HHS in 74 Fed Reg. 42740 (August 24, 2009), as amended from time to time.

4.2 **Full Compliance with Security Rule**. Business Associate shall comply with all standards and implementation specifications set out in 45 C.F.R. §§ 164.309, 164.310, 164.312, and 164.316, to ensure protection of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity.

4.3 **Minimum Necessary**. Business Associate may only use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement; and may not use or further disclose PHI except as permitted under this Agreement, the Privacy Rule, and applicable state law, each as amended from time to time.

4.4 **Reporting of Unauthorized Uses or Disclosures of PHI**.

4.4.1 Upon discovering a Breach of Unsecured PHI, Business Associate agrees to notify Covered Entity immediately, but in no event later than twenty (20) days from the date the Breach of Unsecured PHI is discovered by Business Associate in order that Covered Entity may comply with the notice and other requirements under the HIPAA Regulations and the HITECH Act. In accordance with 45 C.F.R. § 164.410, a Breach of Unsecured PHI shall be treated as discovered as of the first day on which such breach is known to Business Associate, or an employee, officer or other agent of Business Associate, or should reasonably have been known to such Business Associate. Notice regarding Breaches of Unsecured PHI must contain: (i) the subject of the PHI (i.e., patient name or identifier); (ii) a description of what happened; (iii) the date of the Breach and date of Discovery; (iv) a description of the types of unsecured PHI involved in the Breach; (v) the steps the individuals should take to protect themselves from potential harm resulting from the Breach; (vi) a brief description of what Business Associate is doing or will do to investigate and mitigate loss as a result of the Breach and to protect against any further Breaches; and (vii) the contact information and procedures for individuals to obtain additional information.

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4.4.2 Business Associate will monitor for attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in Business Associate's information system ("Security Incident"). Business Associate will report any successful Security Incident rising to the level of a Breach to Covered Entity in accordance with Section 4.4.1. Business Associate will log all attempted but unsuccessful Security Incidents and report to the Covered Entity upon request, but at least annually, in accordance with 45 C.F.R. § 164.314.

4.5 **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI.

4.6 **Subcontractors and Agents**. Business Associate agrees to require that any subcontractors or agents to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information under this Agreement, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by Business Associate or such third party in connection with this Agreement.

4.7 **Policies and Procedures**. Business Associate will comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.

4.8 **Patient Privacy Rights**. Business Associate will provide the rights of access, amendment, and accounting as set forth in Sections 6, 7, and 8.

4.9 **Marketing, Fundraising and Sale of PHI**. Business Associate shall not: (i) use or disclose PHI for fundraising or marketing purposes unless expressly permitted by Covered Entity, and in accordance with § 13406(a) of the HITECH Act; or (ii) disclose PHI to a health plan for payment or health care operations purposes if the individual has requested a restriction on uses and disclosures of PHI for marketing and/or fundraising activities and paid out of pocket in full for the health care item or services to which the PHI solely relates; or (iii) directly or indirectly receive remuneration in exchange for PHI, including sale of Electronic Health Records ("EHR"), except with the prior written consent of Covered Entity and as permitted by the HIPAA Regulations or the HITECH Act.

5. **Covered Entity Covenants**. Covered Entity covenants to notify Business Associate within five (5) business days of receipt of any material limitations to the consents or authorizations obtained by Covered Entity from individuals, or any other restrictions on the use or disclosure of PHI as agreed to by Covered Entity.

6. **Access to PHI**. Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the Privacy Rule, Business Associate shall make available to Covered Entity, or the individual to whom such PHI relates, or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524 and §13405(e) of the HITECH Act, and any regulations promulgated thereunder. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

7. **Amendment of PHI**. Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended.
The obligation in this Section 7 shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set.

8. **Accounting for Disclosures of PHI**. Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. It shall be

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Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate also agrees to comply with the requirements for disclosure of PHI from an EHR, as set out in §13405(c) of the HITECH Act and any regulations promulgated thereunder, as when applicable.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. The information also shall include any additional information required under §13405(c) of the HITECH Act and any regulations.

9. **Access to Books and Records Regarding PHI**. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and the HITECH Act.

10. **Disposition of PHI Upon Termination**. Business Associate will, at termination or expiration of the Services Agreement or this Agreement, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity which Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. Business Associate shall destroy all PHI and ePHI in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, Business Associate will notify Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

11. **Representations and Warranties of the Parties**. Each Party represents and warrants to the other Party:

(i) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws;

(ii) that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder;

(iii) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement; and

(iv) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

12. **Term**. Unless otherwise terminated as provided in Section 13, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

13. **Termination**.

13.1 **Generally**. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such termination or expiration in accordance with Section 14.

13.2 **Termination by Parties**. Either Party may immediately terminate this Agreement, the Services Agreement and any related agreements if that Party ("Non-Breaching Party") makes the determination that the other Party

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("Breaching Party") has breached a material term of this Agreement, or is engaging in a pattern of activity or practice that violates this Agreement. Alternatively, Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of the existence of the breach and provide Breaching Party with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Breaching Party shall cure said breach to the satisfaction of Non-Breaching Party within an additional fifteen (15) days. Failure by Breaching Party to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of this Agreement and the Services Agreement by Non-Breaching Party. If termination is not feasible, Non-Breaching Party has the right to report the problem to the Secretary of HHS.

14. **Effect of Termination**. Upon termination pursuant to Section 13, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy all PHI, Business Associate will notify Covered Entity in writing. Such notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

15. **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI in Business Associates possession or control. Business Associate will cooperate with Covered Party, at Covered Party's sole expense, in mitigating, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI in Client's possession or control.

16. **Change of Law**. The parties acknowledge that the HIPAA Regulations and the HITECH Act may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. Upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 16.

17. **Regulatory References**. A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect, or as amended, and for which compliance is required.

18. **Amendments; Waiver**. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

19. **No-Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

20. **Notices**. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, or by electronic mail (email) to the email address shown below with confirmation of delivery acknowledgement engaged to the following:

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Business Associate:	True Rx Management Services d/b/a True Rx Health Strategists PO Box 431, 2495 E. National Hwy. Washington, IN 47501 ATTN: Legal Department Email: legal@truerx.com
Covered Entity:	Derry Township School District 30 E. Granada Avenue, PO Box 898 Hershey, PA 17033 ATTN: Angela Cooney Email: acooney@hershey.k12.pa.us

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

21. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

22. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. In the event that, the Parties are unable to resolve such matters the Parties agree that any necessary litigation shall be commenced with the Federal District Court for the Southern District of Indiana sitting in Evansville, Indiana and any non-federal law issues shall be litigated in the Daviess Circuit Court, sitting in Washington, Indiana.

23. **Corporate/Entity Authority**. The undersigned Person or Persons executing this Agreement on behalf of the corporate parties or other legal entities to this Agreement, represent and certify that they are duly elected or appointed Officers, Representatives, or Agents of said corporation or entities, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken.

24. **Survivability**. In the event that any particular provision of this Agreement is found to be invalid or unenforceable, said finding does not invalidate or affect all other provisions of this Agreement.

25. **LIMITATION OF LIABILITY. EXCEPT FOR FRAUD AND INTENTIONAL MISREPRESENTATIONS, NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES, COSTS, EXPENSES, CHARGES OR CLAIMS.**

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

– Derry Township School District

By: _____
Name: Lindsay Drew
Title: School Board President

– True Rx Management Services, Inc., d/b/a True Rx Health Strategists

Signed by:
Michael D. Chestnut
76D8BD50E0E3418...

By: _____
Name: Michael D. Chestnut, Esq.
Title: General Counsel

Ninth annual *State of Education* report released

PSBA is pleased to release the ninth annual *State of Education* report, which uses results from a survey of school district leaders and publicly available education data to serve as a benchmark of the key indicators of public school performance. The key indicators used in this year's report are student achievement, the challenges facing public schools, school finances, school infrastructure, student mental health and staffing shortages.

To view the full report and to hear how these issues impact school districts across the state, visit the 2025 *State of Education* report page on PSBA.org.

Course: Foundational AI for School Leaders

The PSBA Institute and Millersville University are pleased to offer Foundational AI for School Leaders, an asynchronous learning course introducing school leaders to the fundamental concepts and practical applications of artificial intelligence (AI) in educational settings. The first cohort for this program will run June 16 through August. Space is limited. Learn more and register on the PSBA Institute website.

2025 Board Officer Exchange

We are thrilled to introduce the 2025 Board Officer Exchange, a dynamic series of quarterly virtual sessions exclusively for school board presidents and vice presidents in Pennsylvania. These interactive exchanges, held via Teams Meeting, are designed to foster collaboration, share valuable insights and tackle key topics relevant to your leadership roles. Register on myPSBA.

PSBA's cyber charter funding reform campaign

PSBA is focused on advocating for additional cyber charter funding reform as part of the final 2025-26 state budget. You can lend your voice to this important issue by reaching out to your legislators and asking them to support cyber charter school funding reform that more accurately reflects the costs of educating a child virtually, for both regular and special education programs. PSBA has created a cyber charter campaign webpage designed to provide you with everything you could need in your advocacy including talking points, a template letter, advocacy tips and more. This can be found here.

More cohorts open

PennSSI and Millersville University are excited to provide additional cohorts in the summer and fall for the exclusive opportunity to gain a Certificate in School Safety Preparedness. Over the course of five sessions, participants will learn how to assess and address various natural and man-made disasters. See a detailed list of course objectives on the PennSSI website. The course consists of four, two-hour virtual courses and a daylong, in-person portion at PennSSI's facility in Mechanicsburg. Space is limited for this certification, so apply today!

Details and dates are available on PennSSI.org.

Event updates

SLC 2025: Call for presenters

PASA and PSBA are seeking dynamic presentations for the 2025 School Leadership Conference (SLC) on October 19-21 at Kalahari Resorts & Conventions in the Poconos.

Presentation topics should appeal to a broad school leader audience. Applications are due by June 1, 2025. Apply and find more details on the conference website. Registration for the conference will open in late spring.

Happening soon

2025 Spring Legal Roundup

April 4

Virtual

*Registration closes April 2

The Ethics Act: How to Stay Out of the Papers (and Out of Trouble)

April 14

Virtual

PSBA Advocacy Day

May 13

Harrisburg

Future events

- **Starting April 22:** Alliance Partner Webinar Series (Details coming soon)
- **Starting May 21:** Building Board Bridges Webinar Series (Details coming soon)
- **September 12:** Start Strong

Learn more

To find all events, visit the Gain Knowledge tab on myPSBA, your member portal, and export the events page.

CAIU BOARD HIGHLIGHTS

*The following actions were taken at the **March 27, 2025,** meeting, held in the Board Room of the Capital Area Intermediate Unit.*

Click *HERE* for the 3/27/25 Board Meeting agenda & Attachments

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

- **Board Committee Reports**
  - The **Board Negotiations Committee** met on March 19, 2025, and negotiations continue to move along.
- **CAIU Team Updates:**
  - **Dr. Andrew McCrea, Director of Student Services,** thanked the Board for the approval of the nine Student Services 25-26 calendars today. We operate across many different locations, and it has been challenging to find a balance. Our team did an analysis of all host district calendars to identify common days and overlap to create our calendars. Dr. McCrea highlighted the Mission Moment in *All In!* on Loysville Youth Development Center's (LYDC) new Workplace Development Program. Cynthia Lupold, Principal, is focused on providing quality programming to meet the changing needs of the students. LYDC's enrollment is up, and students are staying for longer periods of time (2-4 years). Cynthia and her staff have created the Workforce Development Program to provide vocational and entrepreneurial skills and training so that students are ready for the workforce upon graduation. In addition, Dr. McCrea provided a report on Hill Top Academy, currently we serve approximately 110 students with highly intensive needs. We have noticed that over the last several years the needs of the students have increased and therefore a need to change our current model of instruction/operation. We are looking at other IU's Intensive Centers to build a model after.
  - **Daren Moran, Director of Business & Operations** reported that he recently attended the PASBO Conference at Hershey for intense professional development sessions and networking opportunities. At our recent regional business managers meeting (CASBO), a summary and updates from the PASBO conference was shared to benefit those that were not able to attend. The CAIU 2025-26 General Operating Budget has been sent out for school district Board voting. 11 of 24 districts have returned votes. We need a majority of district votes and majority of weighted votes in

order to pass the budget. Daren informed the board of Len Kapp's retirement and that he is working with Dr. Roberts and Blake Wise on a replacement plan. Updated job descriptions will be coming next month.

- **Maria Hoover, Director of Educational Services** provided a full update in the Board agenda. To summarize, CAOLA is making progress on their strategic goal to enhance communication and provide additional supports to stakeholders. An informational flyer about the 2025 PA Educational Technology Expo& Conference (PETE&C) held in February was attached. In addition, Maria summarized the Special Projects team February update. The small team of two have been very busy working on many initiatives such as Arts in Education, Thinking Bigger and CAPT. Thinking Bigger is currently in Phase 2 of the pilot program. Curriculum has been created and is live for 4*th* grade and has been very well received. This week, we are hosting a team of administrators from Wales as part of the Global Exchange Program. The group visited Susquehanna Township SD, Phoenix Contact, Penn College, and Williamsport Area HS. In addition, an update was provided on several student competitions such as: Poetry Out Loud, STEM Design Challenge, and Math 24. Middle School Forum is coming up.
- **Blake Wise, Director of Human Resources** reported on the Human Resources Advisory Council that meets every other month. At the upcoming May meeting, the professional development session will be on emergency permits and certifications presented by a representative from PDE. In addition, recently a house bill was introduced that would deliver unemployment benefits to educational assistance workers throughout the course of the summer break (H.B. 265). We will keep an eye on this.
- **David Martin, Chief Information Officer,** reported that the monthly Technology Advisory Council meeting is today. Mark Waltz, from Sweet, Stevens, Katz, & Williams will provide a legal presentation on web content accessibility guidelines. There are major upgrades coming out within the next year or two. In addition, he will present on AI from a legal perspective. Kevin White, Lower Dauphin Technology Director, will also present on Mimecast, security email system that aligns to the statewide solution. He will be sharing his experiences and lessons learn as he just implemented it over the summer. Dave also reported on SIMS, Security Information Management systems. SIMS is a proactive approach for data breaches but is difficult to implement and is expensive. We have adopted an extension for SIMS with our Sentinel One contract and are working with four districts to implement. Kudos to Rob Stumpf and Jake-Yeager who recently presented on Cyber Security at a conference in State College.
- **Dr. Kevin Roberts, Assistant Executive Director,** reported that on March 25, he participated in the Day on the Hill to advocate for Intermediate Units and school districts. A couple of the topics of advocacy included teacher certification and on adequate space for student programming. He also reported on the CAIU's recent development of a "Portrait of a Leader". This portrait provides a north star for leadership capacity building around six key competencies and will guide our future leadership professional development. Lastly, the annual Spring Superintendents Conference will be held next week. The professional learning will be focused on Artificial Intelligence. A.J. Juliani will present to the group on our first day and we will visit Centennial SD for a learn from on the last day.

- **Rennie Gibson, Board Secretary,** reminded the Board that the 2024 Statement of Financial Interest forms are due to her by May 1. The annual CAIU Board Ballots to elect new Board Members were sent out last week but we were just notified of a change – the South Middleton candidate withdrew from the election. A new member will be appointed and revised ballots will be sent out on April 8. In addition, the 24-25 Executive Director evaluation form and goal summary for Dr. Saia were distributed. Please complete the evaluations either by hard copy or virtually and submit to her by May 1.
- **Dr. Andria Saia, Executive Director**, reported that the *All-In!* newsletter is available for the Board's review. She highlighted Amy Healy, CAIU Training and Consultation Supervisor, for recently being recognized by the Reading League PA as a Literacy Champion! Dr. Saia also highlighted the CAIU Star Awards on page 6-7, our organization awards for staff members who are nominated by their peers, for their incredible work and for going over and beyond living our mission and values. This year we had over 100 nominations! Congratulations to our exceptional colleagues! The Situational Awareness article was on skimming and ways to be aware and protect yourself. This month, CAIU lost a cherished long-time colleague and friend. The last page of All-In is dedicated to Remembering Jean Foley, who was a member of our Early Intervention team for 26 years. Jean touched a tremendous number of lives and will be deeply missed. Thank you to our CAIU Response Team led by Jeremy Freeland and to Student Services for their response during this very difficult time. In addition, Dr. Saia was also able to participate in some of the visits with the Wales administrators and in the advocacy efforts on the Day on the Hill to provide information about the CAIU specifically around EI funding and IUs owning property. She also discussed 1-1 funding in support of the Dolly Parton Imagination Library.
- **Dave Walker, Solicitor,** thanked the Board for approving the engagement letter and for their support. He is looking forward to the transitions to Saxton & Stump and is anticipating no breaks in services. He also shared that Stock and Leaders Admin workshops that were presented in March were very successful and well attended.

APPROVED ACTION ITEMS

- **Approval of Minutes** – February 27, 2025, CAIU Board Meeting.
- **Treasurer's Report for February 2025** – a total of $11,579,641.39 in receipts and $10,434,060.17 in expenses.
  - **Payment of Bills – February 2025**
  - **Summary of Operations for February 2025** showing revenues of $83,246.407.42 and $69.901,183.95 in expenses.
- **Budget Administration**
  - Proposed 2023-24 Budget Revision B - Title III Part A - English Language Acquisition
  - Proposed 2024-25 Original Budget - Success for PA Early Learners (SPEL)
- **Other Business Items**
  - Contracts – March 2025
  - Appointment of Saxton & Stump as CAIU Solicitor/General Legal Counsel/Hourly Rate effective 4/1/25 – 6/30/25 and for 2025-26 Fiscal Year.

- **Policies & Programs**
  - Proposed 2025-26 Student Services Calendars
  - Second Reading - Revised Policy #622 - GASB Statement 34
- **Job Description - none**
- **Personnel Items**
  - See attached Personnel report.

EXECUTIVE DIRECTOR'S REPORT

- *Click HERE for the March **All-In Executive Director's Report.***

UPCOMING MEETINGS:

Next CAIU Board Meeting: Thursday, April 24, 2025, 8:00 a.m., Board Room, CAIU Enola Office, 55 Miller Street, Enola, PA, 17025 and posted on our website, at www.caiu.org.Time of Meetings: 8:00 a.m.

March 27,2025, APPROVED PERSONNEL ITEMS:

RESIGNATIONS

- **JULIE BAUGHMAN,** Mental Health Worker, Direct Education Program, effective April 4, 2025. Reason: Personal**.**
- **LISA COOPER,** Job Coach, Loysville Youth Development Center, effective June 11, 2025. Reason: Retirement after 10 years of continuous CAIU service.
- **PATRICIA CORNELL,** Educational Paraprofessional, Hospital Program, effective March 5, 2025. Reason: Personal.
- **CHERYL FISHER,** School Counselor, ANPS Program, effective June 3, 2025. Reason: Retirement after 18 years of continuous CAIU service
- **BRITTANY GALOSI,** Occupational and Physical Therapy Consultant, OT/PT Program, effective May 1, 2025. Reason: Personal.
- **KAREN GEORGE,** Part-time Speech and Language Pathologist, School-Age Speech and Language Program, effective May 30, 2025. Reason: Retirement after 7 years of continuous CAIU service.
- **LIONEL KAPP,** Operations and Transportation Supervisor, Administrative Team, effective September 5, 2025. Reason: Retirement after more than 23 years of continuous CAIU service.
- **STEFANIE LARA,** Part-time Speech and Language Pathologist, Early Intervention Program, effective April 2, 2025. Reason: Personal.
- **JENNIFER LYDEN,** Program Supervisor, Student Services Team, effective July 2, 2025. Reason: Retirement after more than 26 years of continuous CAIU service.
- **M. ELIZABETH MOYER,** Teacher, Loysville Youth Development Center, effective June 11, 2025. Reason: Retirement after 9 years of continuous CAIU service.

- **YVONNE SHREFFLER,** Speech and Language Pathologist, Early Intervention Program, effective July 1, 2025. Reason: Retirement after more than 20 years of continuous CAIU service.
- **NATHAN WELDON,** Teacher, Multiple Disabilities Support Program, effective May 1, 2025. Reason: Employee accepted a position with another educational entity.
- **JANE ZICARELLI-KNAUB,** Job Coach, Transition Program, effective March 17, 2025. Reason: Personal

TERMINATIOONS

- **CARTER HAMLIN,** Personal Care Assistant, Emotional Support Program, effective March 5, 2025, due to job abandonment/failure to respond to communication and return to work.

RECOMMENDED FOR EMPLOYMENT OR CONTRACT

- **JODI ANSLEY,** Intern, Early Intervention Program, effective for the 2024-2025 school year. Hourly rate will be $15.00. This is a temporary intern position funded through the Early Intervention budgets.
- **AINSLEY ARRINGTON,** Temporary Professional, effective for the 2025-2026 school year. Assignment: Speech and Language Pathologist, Early Intervention Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters+15, Step 1 placement on the 2025-2026 salary scale. This is for 190 days of service and 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 Early Intervention budgets.

- **ISABELLA CIRIELLO,** Food Services Coordinator, Food Services Program, effective date to be determined. Base salary of $45,237.50 for 215 days of service will be prorated based on the number of days worked through June 30, 2025. This is a replacement position funded through the Food Services/Cafeteria budget. Experience: 2 years of similar or related experience.
- **BRANDY KANODE,** Professional, effective for the 2025-2026 school year. Assignment: Educational Consultant, ELD Program with base salary that will be determined with the negotiation of the Collective Bargaining Agreement (CBA). Salary will be based on a Masters, Step 15 placement on the 2025-2026 salary scale. This is for 190 days of service and 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 ELD budget.
- **TESSA MAXWELL,** Student Cafeteria Worker, Food Services Program, effective March 4, 2025. Hourly rate will be $7.25 per hour. This is a temporary student worker position funded through the Food Services budget.
- **GREGORY TURNER,** Helpdesk Specialist, Technology Team, effective date to be determined. Base salary of $48,780 for 260 days of service will be prorated based on the number of days worked through June 30, 2025. This is a replacement position funded through the DP GO budget. Experience: About 2 years of preparatory experience related to the position.

CHANGE OF STATUS:

- **KAREN WILLIAMS,** from Long Term Substitute Program Supervisor to Program Supervisor (Act 93), Student Services Team, effective July 1, 2025. Change of status results in a change of salary to $104,700.71 for 260 days



All-in!

NEWSLETTER

caiu
Capital Area Intermediate Unit

Executive Director's Report
March 2025

CAIU Board of Directors

Melanie Gurguiolo, *President, Camp Hill*
John Kaschak, *Vice President, Lower Dauphin*
David Barder, *Upper Dauphin*
Richard Bradley, *Mechanicsburg*
Gabrielle Brandt, *West Perry*
Paula Bussard, *Carlisle Area*
Seth Cornman, *Big Spring*
Brenda Cox, *West Shore*
Dr. Joshua Cysyk, *Derry Twp.*
Brian Diffenderfer, *Millersburg Area*
Jackie Hill, *Susquehanna Twp.*
Jaime Johnsen, *Harrisburg*
Phillip Lehman, *Susquenita*
Leslie Marshall, *East Pennsboro Area*
Marianne Moore, *Middletown Area*
Michelle Nestor, *Cumberland Valley*
Gerald Schwille, *Northern York County*
Patrick Shull, *Newport*
Lauren Silvers, *Central Dauphin*

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
Chief Information Officer

Blake Wise
Director 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

3 From the Executive Director's Desk: Stepping Out of Your Comfort Zone: Why You Should Challenge Yourself

4 Behind the Scenes at PETE&C; PA Literacy Champion

5 CAIU Reading Science Summit

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8 Situational Awareness Spotlight: Digital & Fiscal Safety

9 Mission Moments: ELC Lunch & Learn; LYDC Workforce Development Graduation; Poetry Out Loud

Additional Updates for CAIU Staff

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11 New Hires; Compliment Corner

12 Remembering Jean Foley



On the Cover: *Danielle DeSantis (School Counselor) and Maple (facility dog) helping cheer on Saint Joseph School's Lady Chargers as they head to their state basketball competition.*

CAIU's Organizational Goals

Making it easier to do business with us

Improving staff retention, recruitment, and recognition

Fostering a culture of dignity and belonging

Do you have a story about staff or students living our values, being great, or changing lives? Share these successes via email for All-In or social media to communications@caiu.org.

Deadline for April All-In: Friday, March 28

All-in! NEWSLETTER

Executive Director Report
All-In! Newsletter
March 2025
2024-2025, Issue 9

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From the Executive Director's Desk

Stepping Out of Your Comfort Zone

Why You Should Challenge Yourself

By **Dr. Andria Saia,** *Executive Director*

Every month I have the pleasure of getting together with the other executive directors in the central region. We talk about PAIU business, the things we are challenged with, and the solutions that have worked. At the very end we talk about the books we are reading. This month I came away with a great list of compelling books. One of the executive directors spoke about his practice of reading books that he wouldn't normally pick up; books that challenge his own thinking and potentially explain the thinking of others you might label antithetical to your own. In my mind, I initially thought, "that sounds terrible" but this got me thinking . . . what benefits am I missing by not challenging myself when it seems uncomfortable?

Let's level set together and start with what it means to challenge yourself. Primarily it means you have stepped out of your comfort zone – that place where you feel comfortable, where the surroundings and context are not testing you. In your comfort zone you don't experience anything new or take on a task that you might find challenging because you have never done it before or don't yet have the skills or knowledge to feel like you will be successful. You do not generally feel anxiety, stress or pain in your comfort zone.

Outside your comfort zone, you might experience fear or uncertainty. You might find you have a fixed mindset about the situation or task that convinces you that you don't have the skills, or like in my case, that the task that challenges me will be terrible.

There are ways to expand your comfort zone, gently to allow for a challenge, and not so radically that you trigger a fear reaction. Another way to think about this is "good stress" or a little bit of pressure helps you, too much can cause panic.

Some ways to get out of your comfort zone are:

- ***Acknowledge your fears*** – this allows you to focus and be fully present
- ***Evaluate your risk (in)tolerance*** – there are two ways to get to the other side, jump right in or go ALL IN! or take small steps, easing into it, whatever works for you
- ***Partner with someone*** – partnering is a safe way to learn or do something new
- ***Make the objective worthy of your discomfort*** – if it matters, you will persevere even when uncomfortable
- ***Take a fail forward approach*** – the most extraordinary learning experiences happen when you are uncomfortable. Learning cannot happen without failing
- ***Reward yourself for doing uncomfortable things*** – keep a list, make it a practice to tackle one item on that list in a desired time frame (once a week, month, etc.) and reward yourself for your success

The final advice I have found about challenging yourself is do not judge yourself by the before and after snapshots. The real win is really the messy part in the middle. It is the day you don't want to do it, but you do it anyway. It is the day you feel insecure and like an imposter, but you show up. It's the day you silence your inner critic, step into your own power, and write your own narrative. How exciting to think you have the endless opportunity to expand your reality.

Behind the Scenes at PETE&C

The CAIU Supports the PETE&C in Hershey Feb. 9-12, 2025

The Pennsylvania Educational Technology Expo and Conference (PETE&C) is a statewide event that provides quality programs focused on technology in the educational field. Each year, hundreds of exhibitors showcase their latest technology products and services to the vast audience of teachers, administrators, technology directors, school board members and more. Monday and Tuesday mornings kicked off with keynote speakers that both educated and inspired. Throughout the three days, attendees were able to attend concurrent sessions, the AI Summit, the STEELS Summit, the PA Invention Convention, and student showcases.

The CAIU's very own Dave Nichols, Casey Cappello, Rebecca Dixon, and Mary Coleman provided technical and equipment support to over 2500 attendees, vendors, and presenters throughout the conference. Dr. Jill Neuhard, Educational Services Supervisor and Board Committee member, coordinates this outstanding team.

Two regional schools supported the conference and provided technical support between each of the concurrent sessions, tested equipment, and had the opportunity to meet and talk with partners in education in the vendor hall.



Students from Hershey High School with advisor, Andrew Maya.



Students from Cedar Cliff High School (advisor, Matt Uibel not pictured).

The CAIU's Educational Consultant and PETE&C Board member, Scott Snyder, presented a session entitled, *AI in Assessment: Friend or Foe?* In addition, Matthew Zeglen, Learning Management Solutions Supervisor, presented a session called *122,763 Students Later: Online Program Design*.

Pennsylvania Literary Champion



Congratulations to Dr. Ami Healy, CAIU Training and Consultation Supervisor, for recently being recognized by The Reading League PA as a Pennsylvania Literacy Champion! This recognition is for individuals who demonstrate exceptional commitment to advancing the Science of Reading and embody the mission of promoting awareness, knowledge, and implementation of evidence-based reading instruction to improve literacy outcomes for all learners.

Ami's motivation to promote quality literacy instruction practices stems from her diverse teaching background as a special educator and firsthand experiences addressing the needs of all learners. She is most proud of the work she has done in creating and facilitating the CAIU Reading Network, which launched in 2016 as a way to address the literacy crisis by educating educators on the science of reading and the urgency for change.

Reading Science Summit

By **Ami Healy**, *Training & Consultation Supervisor*

The CAIU Reading Science Summit on Feb. 26 was truly an exceptional day! Everyone who attended exuded such enthusiasm and dedication to advancing literacy, which was truly inspiring.

We were honored to have PA State Representative Jason Ortitay delivering the opening remarks and sharing important updates about current and upcoming legislation in Pennsylvania supporting early literacy.

Lexia, a leader in the science of reading revolution, generously sponsored and supported in making this event possible. We were privileged to have Carey Sweet from Lexia and The Reading League FL as our keynote speaker, whose insights were both powerful and motivating.

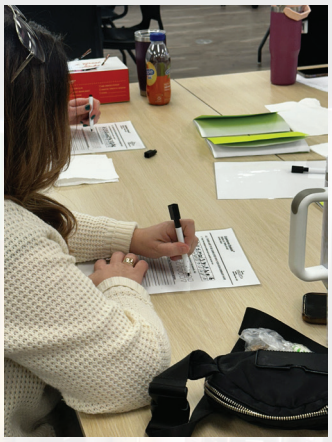
Lexia®
ALL FOR LITERACY

Throughout the day, all our presenters shared their expertise, including the PA Branch of The International Dyslexia Association in leading an impactful dyslexia simulation, serving as a powerful reminder of why this work is so important. Additionally, our amazing panelists, including Rep. Jason Ortitay, Carey Sweet *(Lexia)*, Jackie Behney *(Decoding Dyslexia PA)*, Amy Sell *(The Reading League PA, Lower Dauphin SD, Dyslexia Practitioner)*, Krista Michak *(Children's Dyslexia Center)*, Maria Toglia *(PA Branch of IDA)*, and Lori Mohr *(Parent)*, addressed key questions surrounding structured literacy, struggling readers, and dyslexia.

The day was filled with valuable learning, collaboration, and advocacy for literacy. Let's continue to build on this momentum!











Recognizing Excellence

The CAIU Star Awards

At the Capital Area Intermediate Unit (CAIU), we believe in celebrating the incredible work of our staff. In 2018, alongside honoring long-term service, new hires, and retirements, we introduced the CAIU Star Awards, a special way to recognize the extraordinary contributions of those who truly make our organization shine. Since then, the awards have become a key tradition in celebrating our collective commitment to educational excellence.

The inaugural CAIU Star Awards included three categories: Curiosity, Inspiration, and Epic Awesomeness. These awards were designed to honor those who go above and beyond their roles, demonstrating exceptional service, connection, and engagement. The Curiosity Award recognized staff members driven to learn and apply new knowledge in innovative ways. The Inspiration Award celebrated individuals who inspire others through their positivity, empathy, and enthusiasm. The Epic Awesomeness Award applauded those who consistently amaze with their communication, attitude, and dedication to meaningful work.

By 2020, the Star Awards were expanded and aligned with CAIU's Mission, Vision, and Values. This shift introduced six new categories: Dedication, Expertise, Innovation, Leadership, Partnership, and Service. These categories reflect the core values that guide our work—collaboration, creativity, and a commitment to making a difference in the lives of learners and the broader community.

Our Mission and Vision: Our mission is to solve problems creatively, collaborate with others, and ensure we not only do great work but also help others learn and grow. We are committed to championing equity and creating better educational outcomes for all. Our vision is one where the small actions we take every day accumulate into transformative change, and we are recognized for our expertise, character, and impact.

Living Our Values: The values that drive our mission are embodied in the six award categories:

- ★ ***Dedication:*** This award celebrates those who show unwavering commitment to our purpose and the well-being of others.
- ★ ***Expertise:*** Recognizing those who seek knowledge and share it with others to build collective capacity.
- ★ ***Innovation:*** For individuals who embrace curiosity, exploring new ideas to improve outcomes.
- ★ ***Leadership:*** Honoring those who take ownership of their work, support others, and lead with courage.
- ★ ***Partnership:*** This award goes to those who build trust, value diversity, and foster collaborative relationships.
- ★ ***Service:*** For those whose dedication to serving others creates positive, lasting impacts.

A Tradition of Excellence: The CAIU Star Awards shine a light on the staff members who go above and beyond every day to make our organization a place where excellence thrives. Their dedication, expertise, innovation, leadership, partnership, and service embody the spirit of our mission and vision.

This year, we are proud to honor our exceptional colleagues who embody these values and contribute to our shared success. The CAIU Star Awards remind us of the incredible talent within our organization and the importance of recognizing the individuals who help make our vision of educational excellence a reality.



Lizabeth Kranzel is a dedicated staff member and chairs a weekly meeting for staff with the Student Engagement Committee. She is passionate about involving students and staff through fun experiences and positive reinforcement. She exhibits empathy, kindness, and care, making everyone feel included. Lizabeth's inclusive approach ensures everyone can participate without being excluded.



Sally Lopez excels in English Language Development (ELD) through skill, collaboration, and commitment. She is a valuable resource through initiatives like Compass and ELD Networking. Sally's leadership in creative Compass provides interpretation, translation, and cultural navigation. She hosts educational sessions to empower educators in supporting multilingual students effectively, making a transformative impact on the ELD field and communities served by the CAIU.



Sherisa Nailor is a dynamic leader at the CAIU, focused on developing creative solutions and progress. She has expanded opportunities for various populations, supported students at the Keystone State Challenge Academy, and streamlined the CAPT program. She has fostered partnerships, advanced technology in schools, and created a grant process. She supervises programs that have seen increased participation and has formed partnerships with other IUs and a teacher exchange program from Wales to foster innovation.



Jeremy Freeland has enhanced safety at CAIU facilities through comprehensive safety plans, emergency procedures, and training sessions. He implemented new software and security systems to support enhanced building security. He organized security drills and car safety training for families through community partnerships. Jeremy's proactive approach and dedication to continuous improvement make him such a valuable leader within our organization and region.



Jamie VanMeter has made significant contributions to the English Languages Development (ELD) program by building trust with students and increasing essential services. She advocated for the cultural navigator program, supported with Maple the facility dog during crises, and led efforts to connect facility and therapy dog handlers. In her leadership roles throughout the organization she works collaboratively to ensure that all voices are heard. Jamie's partnerships have enhanced the practice of an ELD Educational Consultant, empowering mental health practitioners and teaching staff with a holistic approach.



Erin Rose regularly demonstrates her dedication and support towards students and staff at Diakon Center Point. She goes above and beyond her responsibilities to create a positive environment, foster relationships, and meet individual needs. Erin initiated an art vocation program and develops clubs to engage students. She organizes the Care Closet, assists the Chef, and ensures students' well-being. Erin is a valuable asset to the community, deserving recognition for her hard work and commitment.

Situational Awareness

When it comes to your digital and fiscal safety, how situationally aware are you? Did you know that PA is among the top 5 states accounting for nearly 50% of compromised credit card reports in 2023 resulting from skimming activity (according to FICO)? In fact, FICO's analytics showed a 96% increase in CCRs in 2023.

What is skimming? According to FBI.gov, "skimming occurs when devices illegally installed on or inside ATMs, point-of-sale (POS) terminals, or fuel pumps capture card data and record cardholders' PIN entries." Reduce your risk of falling victim to credit/debit card skimming. Protect your financial information. Be situationally aware!

Points2Ponder

Here's a list of tips to help avoid credit/debit card skimming and protect your financial information:

Inspect ATMs and Card Readers

- *Before using any ATM or card reader, check for signs of tampering. Look for unusual attachments, such as extra devices or bulky card slots, which could be used for skimming.*

Use Trusted Machines

- *Always use ATMs located in well-lit, secure areas or those inside bank branches. Avoid using machines in isolated or unfamiliar locations.*

Cover Your PIN

- *When entering your PIN at ATMs or card readers, use your hand or body to shield the keypad from view. This protects your PIN from potential hidden cameras.*

Be Cautious with Public Terminals

- *Avoid using public computers or unsecured devices for financial transactions. They may have malware or keyloggers designed to steal your information.*

Look for Visual Signs of Tampering

- *Inspect the card reader for any unusual gaps, stickers, or loose parts. Skimming devices are often attached externally or hidden under the original card reader.*

Use Credit Over Debit

- *Credit cards often offer better fraud protection than debit cards. If possible, opt for credit transactions when making purchases.*

Set Up Alerts

- *Sign up for transaction alerts with your bank. This helps you monitor any suspicious activity and act quickly if unauthorized transactions occur.*

Check Your Statements Regularly

- *Frequently review your bank and credit card statements for any unusual charges. The sooner you spot any discrepancies, the quicker you can resolve them.*

Avoid Sharing Card Details

- *Never share your card information over the phone, email, or text unless you are certain of the recipient's legitimacy.*

Use Chip-enabled Cards

- *If available, opt for cards with EMV (chip) technology, which is more secure than magnetic stripe cards and harder to skim.*

Enable Two-Factor Authentication

- *For online transactions, set up two-factor authentication (2FA) to add an extra layer of security when making purchases or logging into accounts.*

Keep Your Cards Safe

- *Store your credit/debit cards in a safe place and avoid carrying unnecessary cards with you to reduce the risk of loss or theft.*

Be Aware of "Shoulder Surfing"

- *Be cautious of people around you who might try to observe your card details or PIN while you're entering them at a machine or during a transaction.*

Report Suspicious Activity Immediately

- *If you suspect your card has been compromised, report it to your bank or card issuer immediately. They can help freeze your account and issue a new card.*

Use Mobile Payments When Possible

- *Mobile payment systems like Apple Pay or Google Pay use tokenization, which can add an additional layer of security when making purchases.*

Mission Moments

Inspirational examples of how our staff are making an impact and defining our mission to provide innovative support and services in partnership with schools, families, and communities to build capacity and model courageous leadership.

On Jan. 13, LYDC School celebrated the graduation of students who completed the Workforce Development Program. During the first semester, students engaged in workforce readiness activities, including earning a Spartan Clean certificate, learning landscaping and hardscaping, and developing entrepreneurial skills by making dog treats and running a coffee cart. Through a partnership with the Alliance for the Chesapeake Bay, students planted trees and studied conservation and sustainability, while the pre-apprenticeship program with Trades Future provided training in construction safety, blueprint reading, green construction, financial literacy, and construction math. Students earned OSHA 10 and First Aid certifications under the guidance of instructor, Spencer Turner and paraprofessional, Lisa Cooper.

Shown in Photo: Spencer Turner, Lisa Cooper, Cynthia Lupold





The teachers and EPPs at the Early Learning Center have been meeting monthly for a lunch and learn. A few months ago, they all contributed to bringing in their favorite food item for a potluck baked potato bar and then they played a couple of team-building games that focused on “slowing down” and focusing on the “task at hand,” as well as TEAMWORK! Collectively they shared ideas of how to differentiate instruction.



On March 3, Eden Newman from Milton Hershey School represented our region at the Poetry Out Loud state competition at the State Museum in Harrisburg, PA. She earned runner up and received a $100 individual prize, a silver trophy, and a $200 award for her school library!

A big congratulations to Eden for this achievement! An additional shout out goes to Eden’s advisor, Dr. Natalie Duvall.

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.

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

Here are some of our upcoming trainings:

4/2/2025 - Igniting Inquiry: Phenomena and Innovative Science Strategies
Audience: K-12 Science Educators, Administrators, Curriculum Leaders

4/8/2025 - MTSS Elementary Novice Teams
Audience: NEW K-5 School Teams – Principal(s), School Counselor, Grade Level Representatives, Special Education Representative and/or Specialist(s)

4/9/2025 - CAIU Reading Network - Tier 3 Problem Solving & Writing Foundations (Virtual Option)
Audience: Reading Specialists, Interventionists, Instructional Coaches, Teachers of Reading, Administrators

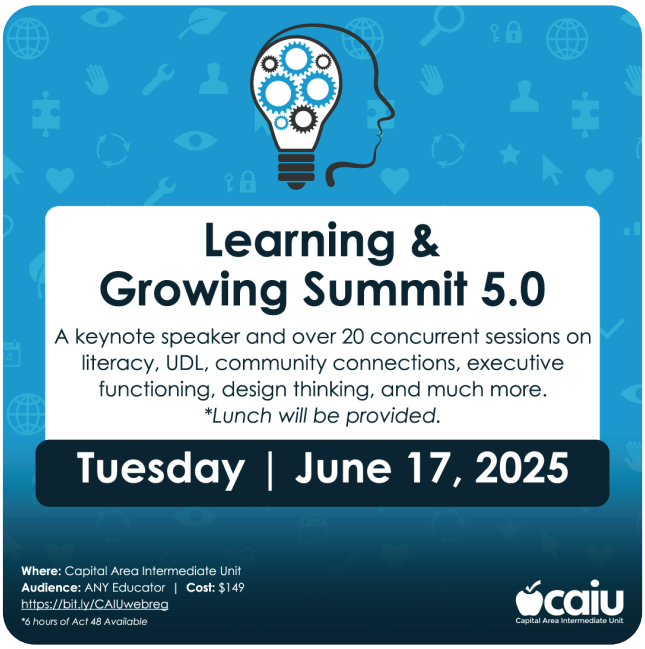
4/10/2025 - Building Capacity and Promoting Instruction through PASA DLM (Virtual Workshop)
Audience: Special Education Teachers of Low Incidence Classrooms, General Education Teachers Supporting Inclusive Classrooms, Special Education Administrators, Building Administrators and PASA Assessment Coordinators who oversee Special Education Programming

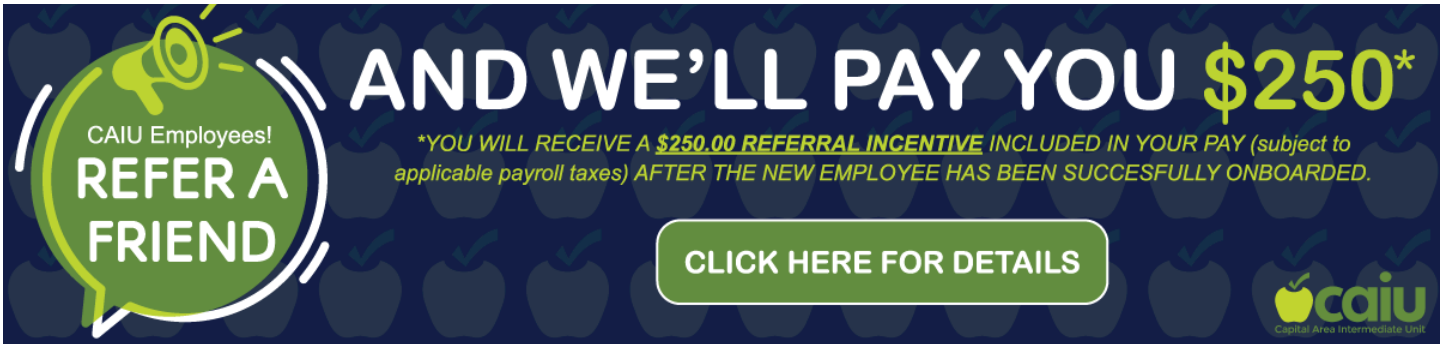
4/10/2025 - AT Lunch and Learn
Audience: Teachers, Administrators, Related Service Providers

4/16/2025 - April Behavior Specialists Network- AI Tools for Behavior Specialists
Audience: Behavior Specialists, BCBAs, Teachers, School Psychologists

4/24/2025 - Autism & Neuro-Affirming Practices
Audience: Gen and Special Ed Teachers, SLP/OT/PT Therapists, Consultants, Administrators, ABA Practitioners







Welcome New Hires!

ibelong @caiu



Ashley Belicic is an EPP at Susquenita Elementary. She is a big gamer and loves horses.



Nicole Bitikofer is an EPP at CAELC. She has lived in Africa.



Lilliam Cantillano is a Job Coach at Hill Top Academy. She plays the alto saxophone.



Bethany Davis is a Part-time MHW at the Enola office. She has 2 giant dogs: a Saint Bernard and a Neapolitan Mastiff.



Jason Haller is a Helpdesk Specialist at the Enola office.



Marissa Smith is a S/L Pathologist at CAELC. She loves to build Lego sets with her family.

YOU'RE one of US NOW

Compliment Corner!

Here at the 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.

EXPERTISE

Heather Bravener, *School Psychologist*

Heather possesses a unique blend of expertise in psychological assessment, intervention strategies, and educational support tailored to students with diverse needs. She works collaboratively with teachers, parents, and multidisciplinary teams to develop individual educational plans and reports that foster academic achievement and emotional well-being. With a deep understanding of developmental disorders, learning disabilities, and behavioral challenges, Heather implements evidence-based practices to enhance student learning, promote inclusive environments, and advocate for the rights of all students. Her commitment to nurturing each child's potential makes her invaluable in shaping supportive educational experiences. We are so thankful to Heather and her level of expertise!
- Special Education Team, Loysville YDC

DEDICATION

Jamilah Tennant, *EPP*

Jamilah is someone whom I am proud to work with. She always has a smile on her face and is amazing with the kids!
- Terrance Tatum, EPP

DEDICATION

Kelly Morris, *Social Worker*

Kelly goes above and beyond to show dedication to her students and program every day. She does whatever it takes to ensure that her program, students, and colleagues are successful. Kelly is committed to collaborating with each of her students and their families to build a bridge between the school and adult worlds. She is an invaluable resource to the CAIU and everyone she works with. Thank you, Kelly!
- Anonymous

EXPERTISE

Carolyn Yoder & Jodi Rineer, *Lead SLPs*

Carolyn and Jodi both provide a wealth of expertise and resources for our SLPs and students. They do that first by being good listeners. Then, they provide on-the-spot, practical suggestions for complex cases. They continue to think about my student(s) even after our conversation. I receive follow-up emails or phone calls with summaries of our discussion and new suggestions as well. Thank you for supporting me (and our department) in so many ways!
- Kristy Martin, Speech-Language Clinician

SERVICE

Sean Taney, *School Social Worker at Hill Top Academy*

We would like to commend Sean Taney for his exceptional work at Hill Top Academy. His dedication to our students receiving special education supports has been truly transformative. By making multiple OVR (Office of Vocational Rehabilitation) and agency referrals, he is paving the way for these students to access critical resources and opportunities as they transition from school to adulthood. His efforts have been a game changer, bridging the gap between school-age services and adult independence. We are incredibly grateful for his commitment to empowering our students and setting them up for long-term success.
- Leah Kostelac, Secondary Transition Coach & Julie Mestemaker, Social Work Coach



Remembering Jean Foley

On, March 4, 2025, we lost a cherished colleague and friend, Jean Foley. Jean's passing marks the end of a remarkable 26-year journey with the CAIU, leaving a void that will be deeply felt throughout our community. From the outset of her tenure, Jean's innate ability to connect with individuals, especially the young learners we serve, set her apart. Her genuine warmth, kindness, and fierce dedication made her a beloved figure among colleagues and families alike. Jean's contributions went beyond her professional role. She embodied the spirit of compassion and commitment that defines our mission. Her legacy serves as a testament to the profound impact one individual can have on an organization and the lives it touches. As we mourn her loss, we also celebrate the indelible mark Jean left on the CAIU and the community. Her memory will continue to inspire and guide us in our shared commitment to education and service.

Jean loved her family fiercely, especially her grands! She was always full of fun stories and exuded pride and happiness whenever she talked about them. She embraced everyone in her life, whether by blood or by choice, without distinction. She took immense pride in her tribe, celebrating the bonds that transcended traditional ties.



My favorite phrases to hear from her were, "Oh, hi, my friend," and "I love you, my friend." Jean indeed claimed those that she loved valued and appreciated.



Jean embraced diversity and inclusion, valuing the belief that our differences make us stronger.

Jean eagerly awaited every year for flip-flop weather to open her pool at the Sheepford Party House, which welcomed everyone with open arms. She loved nothing more than having a house full of people, whether it was her children, her grands, her children's significant others, their families, their friends, or her friends. You walked in, and you were as good as family. Every gathering was filled with stimulating conversation, abundant laughter, and the perfect drink. Those were unforgettable moments!







She was a dear friend who always had an ear to listen and kindness in her smile. She was also not afraid to tell you her truth if you wanted sound advice. Her smile was a ray of sunshine, and her laughter was utterly contagious, capable of lifting the spirits of anyone around her. When she wrapped you in her embrace, it felt like the warmth of her sincerity enveloped your soul. That hug could heal unspoken wounds and dissolve stresses you didn't even realize you were carrying.

Jean took immense pride in her Irish heritage and instilled this in her children. She eagerly celebrated St. Patrick's Day and had her own traditions for honoring the occasion with her family.

Professionally, Jean was an inspiration, especially to new staff. I remember 20 odd years ago walking into her classroom as a new staff member and being so impressed with the way that she related to her kids and handled herself in the classroom. She was an excellent teacher who truly loved her kids. She made me want to be better at what I do. Jean truly exemplified what it means to be a supportive teammate. Her feedback was insightful and incredibly constructive, always aimed at fostering growth. When it came time to educate and guide her colleagues, she did so with exceptional professionalism and care, significantly impacting our professional development.