

BERMUDIAN SPRINGS SCHOOL DISTRICT
York Springs, Pennsylvania 17372-8807
Tuesday, July 21, 2026, 6:00 P.M.

AGENDA

- I. Call to Order - Daniel S. Chubb, President
- II. Pledge of Allegiance - Jennifer Goldhahn, Secretary
- III. Roll Call - Jennifer Goldhahn, Secretary
- IV. Reception of Visitors - Jennifer Goldhahn, Secretary
- V. Public Comment
- VI. Discussion
- VII. Approval of Minutes
 - A. June 16, 2026 - Regular Meeting (pages 1-11)
- VIII. Old Business
- IX. New Business
 - A. Personnel
 - 1. The Administration is requesting approval for the resignation of the following employees:
 - a) Jeff Eakins, Middle School Grade 7 Teacher, is resigning, effective August 1, 2026.
 - b) Amelia Shaffer, Elementary School Second Grade Teacher, is resigning, effective July 31, 2026.
 - c) Jessica Smith, Elementary School Instructional Specialist, is resigning, effective July 31, 2026.
 - 2. The Administration is requesting approval of a revised contract for the 2026-2027 school year for Phillip Plank, a Middle School Physical Education Teacher, from 106 days to 105.89 days.

3. The Administration is requesting approval for the employment of the following professional employees:
 - a) Mark Alwine, in the capacity of a High School Math Teacher, replacing Nathan Mattis, who resigned. Mr. Alwine will be placed on Step 15 of the Master's Salary Schedule, effective August 18, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
 - b) Anette Reinert, in the capacity of an Elementary School Grade 2 Teacher, replacing Amelia Shaffer, who resigned. Mrs. Reinert will be placed on Step 2 of the Bachelor's Salary Schedule, effective August 18, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
 - c) Lucas Zampelli, in the capacity of a Middle School Assistant Principal, replacing Matthew Jenkins, who transferred. Mr. Zampelli will be placed under the Act 93 Agreement, working a 261-day contract, effective date to be determined.
 - d) Peyton Zimmerman, in the capacity of an Elementary School Grade 4 Teacher, replacing Sara Reday, who resigned. Ms. Zimmerman will be placed on Step 1 of the Bachelor's Salary Schedule, effective August 18, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
4. The Administration is requesting approval for the employment of the following support staff:
 - a) Raymond Bowman, in the capacity of an Elementary School Kindergarten Aide, replacing Melissa Bollinger, who transferred. Mr. Bowman will work 172 days at five and one-half (5.5) hours per day at an hourly rate of \$15.30, effective August 24, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
 - b) Transfer Keith Jackson, from an Elementary School Emotional Support Aide to a Middle School ISS/Instructional Aide, replacing Shannon Ickes, who transferred. Mr. Jackson will work 173 days at six and one-half (6.5) hours per day at an hourly rate of \$15.88, effective August 21, 2026.
 - c) Transfer Rachael Laughman from an Elementary School Instructional Aide to a Middle School Instructional Aide, replacing Stacey Linebaugh, who transferred. Mrs. Laughman will work 172 days at seven (7) hours per day at an hourly rate of \$17.23, effective August 21, 2026.
 - d) Brianna Myers, in the capacity of an Elementary School Food Service Employee, replacing Shelley Leader, who transferred. Ms. Myers will work 172 days at five and one-half (5.5) hours per day at an hourly rate of \$15.00, effective August 24, 2026. Employment is pending receipt of all necessary clearances and employment background checks.

- e) Judy Trump, in the capacity of an Elementary School Food Service Employee, replacing Lillian Frazer, who transferred. Mrs. Trump will work 172 days at three (3) hours per day at an hourly rate of \$15.00, effective August 24, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
5. The Administration is requesting approval for the following to be employed as a teacher mentor for the 2026-2027 school year at a stipend of \$400.00:
 - a) Megan Aiello for Anette Reinert
 - b) Lindsay Bishop for Emma Reeder
 - c) Matthew Royer for Peyton Zimmerman
6. The Administration is requesting approval to rescind the following supplemental contract:
 - a) Amanda Gerringer, STEAM Camp Aide
7. The Administration is requesting approval for the following supplemental contracts for the 2026-2027 school year:
 - a) Shannon Congleton-Parr, H.S. Class Advisor - 9th Grade (Class of 2030) - \$1,500.00
 - b) Glenda Dove, Cursive Camp Aide - \$150.00
 - c) Lena Freysinger-Polliard, National Honor Society Advisor - \$700.00
 - d) Alexa Groft, Content Lead, ELA K-6 - \$1,000.00
 - e) Britney Malloy, STEAM Camp Substitute Aide - \$75 per day
 - f) Desirae Musselman, K Camp Substitute Teacher - \$100.00 per day
 - g) Angela Neil, STEAM Camp Substitute Teacher - \$100.00 per day
 - h) Addison Singer, STEAM Camp Aide - \$900.00
 - i) Deborah Sheets-Blasone, H.S. Class Advisor - 9th Grade (Class of 2030) - \$1,571.25
8. The Administration is requesting Board approval of the following list for employment as Teachers at Eagles Academy for the 2026-2027 school year. The list appears on page 12.
9. The Administration is requesting approval to rescind the following athletic supplemental contracts:
 - a) Austin Hartzell, Varsity Head Boys Basketball Coach
 - b) Anna Hohf, Varsity Assistant Girls Basketball Coach
 - c) Katrina Minck. Varsity Assistant Girls Basketball Coach
 - d) Matthew Royer, Assistant Track Coach

10. The Administration is requesting approval of the following athletic supplemental contracts for the 2026-2027 school year:

- a) Erin Friedman, Varsity Assistant Cheerleading Coach, Fall - \$2,050.00
- b) Erin Friedman, Varsity Head Cheerleading Coach, Winter - \$3,150.00
- c) Matthew Royer, Varsity Head Boys Track Coach - \$3,825.00

B. Resource Materials

The Administration is requesting approval for the purchase of the following textbooks as instructional resources:

- 1. Chemistry: *The Central Science, 15e AP Edition 2023*
- 2. Physics: *Experience Physics 2022* Student Edition and Digital Courseware by Savvas

C. Memorandum of Understanding

The Administration is requesting approval of the Memorandum of Understanding between the District and the Bermudian Springs Education Association regarding adjustments to the junior high and varsity assistant football coach extracurricular positions. A copy of the memorandum appears on page 13.

D. Agreement For School-Age Education Services

The Administration is requesting approval to enter into an agreement with Capital Area Intermediate Unit regarding School Age Educational Services under the Individuals with Disabilities Education Act (IDEA). A copy of this agreement appears on pages 14-23.

E. School Psychologist Services Agreement

The Administration is requesting approval to enter into an agreement with Dr. Ray W. Christner, Certified School Psychologist, to provide an Independent Educational Evaluation (IEE) for a student. A copy of this agreement appears on pages 24-26.

X. Other Business

XI. Adjournment

BERMUDIAN SPRINGS SCHOOL DISTRICT
York Springs, Pennsylvania 17372-8807

The regular meeting of the Bermudian Springs School Board was called to order at 7:00 p.m. on Tuesday, June 16, 2026, in the Middle School Learning Commons A Room and via remote connection. President Daniel S. Chubb presided.

The Pledge of Allegiance was recited.

ROLL CALL:

Members Present: Dianna, L. Canapp, Daniel S. Chubb, Brian A. Davis,
Jennifer Goldhahn, Rachel E. Gray, Mary R. Kemper,
Chad E. Klinedinst, Julie A. Marshall and Chad M. Mowery

Members Absent: None

Administration: Dr. Brad Sterner, Dr. Shannon Myers, Justin Peart,
Dr. Ronald Wales and Ty Peele

Others: Seth Byers, Solicitor

Visitors: Durrell Burns and Stephanie Oyler

PUBLIC COMMENT: None

DISCUSSION ITEMS:

1. 2026-2027 Budget Presentation

APPROVAL OF MINUTES:

Upon the motion of Mary Kemper, seconded by Chad Mowery, the Board approved the following minutes:

1. Minutes of the regular meeting on May 12, 2026.

Roll Call Vote: All members present voted Yea. Motion carried.

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FINANCIAL REPORTS:

1. General Fund bills in the amount of \$1,630,579.72 (copies attached) were approved for payment following a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

2. Cafeteria Fund bills in the amount of \$119,382.53 (copies attached) were approved for payment following a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

3. The Scholarship Fund bills in the amount of \$4,250.00 (copies attached) were approved for payment following a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

4. The General Fund Report (copy attached) was approved on a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

5. The Cafeteria Fund Report (copy attached) was approved on a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

6. The Capital Reserve Fund Report (copy attached) was approved on a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yeah. Motion carried.

7. The Scholarship Funds Report (copy attached) was approved on a motion by Mary Kemper, seconded by Julie Marshall.

Roll call vote: All members present voted Yea. Motion carried.

REPORTS AND RELATED ACTION: No action was taken by the Board.

OLD BUSINESS: None

NEW BUSINESS:Personnel

The Board, on a Brian Davis, Mary Kemper motion, approved the following resignations:

1. Kathleen Irvin, High School Food Service Employee, is resigning, effective June 4, 2026. (see page 55)
2. Nathan Mattis, High School Math Teacher, is resigning, effective at the end of the 2025-2026 school year. (see page 56)
3. Shannon Myers, Assistant Superintendent, is resigning, effective September 15, 2026. (see page 57)
4. Sara Reday, an Elementary School Fourth Grade Teacher, is resigning, effective July 1, 2026. (see page 58)
5. Tori Simon, School Psychologist, is resigning, effective June 30, 2026. (see page 59)

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Brian Davis, Dianna Canapp motion, approved the employment of the following professional employees:

1. Adam Castner, in the capacity of an Elementary School/Middle School Health/Physical Education Teacher, replacing Emma Pequignot, who transferred. Mr. Castner will be placed on Step 1 of the Master's Salary Schedule, effective August 18, 2026.
2. Cory Conrad, in the capacity of Elementary School Dean of Students, replacing Ryan Murphy, who transferred. Mr. Conrad will be placed on Step 6 of the Master's Salary Schedule, effective July 1, 2026.
3. Melissa Ford, in the capacity of a High School Special Education Teacher, replacing Lena Polliard, who transferred. Mrs. Ford will be placed on Step 15 of the Bachelor's Salary Schedule, effective August 18, 2026. Employment is pending receipt of all necessary clearances and employment background checks.
4. Transfer Matthew Jenkins from Middle School Assistant Principal to High School Assistant Principal, replacing Laura McMillian, who transferred. Mr. Jenkins will remain under the Act 93 Agreement, working a 261-day contract, effective July 1, 2026.
5. Transfer Stacey Linebaugh from Middle School ESL Aide to Middle School/High School ESL Teacher, replacing Elissa Brubaker, who resigned. Mrs. Linebaugh will be placed on Step 2 of the Bachelor's Salary Schedule, effective August 18, 2026.

6. Transfer Laura McMillian from High School Assistant Principal to Elementary School Principal, replacing Danielle Curzi, who transferred. Mrs. McMillian will remain under the Act 93 Agreement, working a 261-day contract, effective July 1, 2026.
7. Emma Reeder, in the capacity of an Elementary School Kindergarten Teacher, replacing Robin Sherman, who retired. Ms. Reeder will be placed on Step 1 of the Bachelor's Salary Schedule, effective August 18, 2026. Employment is pending receipt of all necessary clearances and employment background checks.

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Mary Kemper, Julie Marshall motion, approved the employment of the following support staff:

1. Transfer Brittany Bathurst from a High School Food Service Employee working seven (7) hours per day to a High School Food Service Employee working five (5) hours per day, replacing Kathleen Irvin, who resigned. The transfer is effective August 24, 2026.
2. Transfer Melissa Bollinger from Elementary School Kindergarten Aide to Elementary School Instructional Aide, replacing Stephanie Oyler, who resigned. Ms. Bollinger will work 172 days at six and one-half (6.5) hours per day, effective August 24, 2026.
3. Transfer Shannon Ickes from Middle School Instructional/STAP Aide to Middle School Media Center Aide, replacing Lisa Arnold, who resigned. Ms. Ickes will work 187 days at seven and one-half (7.5) hours per day, effective July 1, 2026.
4. Derek Lener, in the capacity of a District Maintenance/Grounds I Employee, replacing Marlin Ensor, who retired. Mr. Lener will work 261 days at eight (8) hours per day at an hourly rate of \$20.75, effective July 1, 2026.

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Jennifer Goldhahn, Chad Mowery motion, approved the following to be employed as teacher mentors for the 2026-2027 school year at a stipend of \$400.00:

1. Bryan Hellam for Stacey Linebaugh
2. Lori King for Melissa Ford
3. Zachary Stroup for Adam Castner

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Mary Kemper, Julie Marshall motion, approved to rescind the following supplemental contracts for the following employees:

1. Laura Hughes, Content Lead, ELA K-6
2. Kara McCauslin, Content Lead, ELA 7-12
3. Dana Nelson, Content Lead, Math 7-12

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Chad Mowery, Rachel Gray motion, approved the following attached list of substitute nurses and substitute support staff for the 2026-2027 school year. The list of employees appears on page 60.

Roll call vote: Dianna Canapp, Daniel Chubb, Brian Davis, Jennifer Goldhahn, Rachel Gray, Chad Klinedinst, Julie Marshall, and Chad Mowery voted Yea. Mary Kemper abstained. Motion carried.

The Board, on a Chad Mowery, Mary Kemper motion, approved the following supplemental contracts for the 2026-2027 school year:

- | | |
|--|-------------------|
| 1. Laura Hughes, Content Lead, ELA 7-12 | -\$1,099.88 |
| 2. Julie Nelson, Summer Camp 2026, Substitute Nurse | -\$50.00 per hour |
| 3. Jodi Scheiterlein, Marching Band Color Guard Instructor | -\$1,400.00 |
| 4. Lori Smith, Summer Camp 2026, Literacy Nurse | -\$1,571.25 |

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Brian Davis, Chad Mowery motion, approved the following attached list of athletic supplemental contracts for the 2026-2027 school year. The employees and their stipend amounts appear on pages 61-62.

Roll call vote: All members present voted Yea. Motion carried.

The Board, on a Mary Kemper, Julie Marshall motion, approved the following attached list of volunteer coaches for the 2026-2027 school year. The list of volunteer coaches appears on page 63.

Roll call vote: All members present voted Yea. Motion carried.

Sunday Activities

The Board, on a Julie Marshall, Mary Kemper motion, approved for a Sunday Musical performance of School of Rock Young Actors Edition on November 15, 2026.

Roll call vote: All members present voted Yea. Motion carried.

Memorandum of Understanding

The Board, on a Brian Davis, Dianna Canapp motion, approved the following Memorandum of Understandings:

1. Between the District and the Bermudian Springs Education Association, PSEA/NEA, regarding the employment of a Dean of Students. A copy of the memorandum appears on pages 64-65.
2. Between the District and the Pennsylvania State Police, Gettysburg Barracks, Adams County, establishing procedures to follow when certain incidents occur on school property from July 1, 2026, through June 30, 2028. A copy of the memorandum appears on pages 66-80.
3. Between the District and Adams County Head Start regarding federal programs from 2026 through 2029. A copy of the memorandum appears on pages 81-82.

Roll call vote: All members present voted Yea. Motion carried.

Appointment of a Solicitor

The Board, on a Brian Davis, Julie Marshall motion, approved to appoint Saxton & Stump, 221 W. Philadelphia Street, Suite 600, York, PA, as the school district solicitor for the 2026-2027 school year, based on the fee schedule listed below. A copy appears on pages 83-87.

1. General Solicitor Work: \$120.00 - \$255.00 per hour
2. Labor/Employment: \$120.00 - \$275.00 per hour
3. Special Education: \$120.00 - \$275.00 per hour
4. Dedicated Construction Project Guidance: \$120.00 - \$275.00 per hour

Roll call vote: All members present voted Yea. Motion carried.

Appointment of Voting Delegate for PSBA Delegate Assembly

Mary Kemper nominated Jennifer Goldhahn as a Voting Delegate for PSBA Delegate Assembly. Dianna Canapp seconded the motion.

Roll call vote: All members present voted Yea. Motion carried.

Math Resource Materials

The Board, on a Jennifer Goldhahn, Rachel Gray motion, approved the purchase of McGraw-Hill's Reveal Math and EdGems Math as instructional resources.

Roll call vote: All members present voted Yea. Motion carried.

School Psychologist Services Agreement

The Board, on a Mary Kemper, Chad Mowery motion, approved to enter into an agreement with Dr. Ray W. Christner, Certified School Psychologist, to provide an Independent Educational Evaluation (IEE) for a student. A copy of this agreement appears on pages 88-90.

Roll call vote: All members present voted Yea. Motion carried.

Lincoln Intermediate Unit Supply Bids

The Board, on a Brian Davis, Julie Marshall motion, approved the bid items through the Lincoln Intermediate Unit Joint Purchasing Consortium in the amounts listed on page 91. The following is a list of the supplies that will be ordered for the 2026-2027 school year, totaling \$81,953.35.

General Supplies, General Paper Supplies, General Art Supplies, Industrial Art Supplies and Spring Copy Paper

Roll call vote: All members present voted Yea. Motion carried.

State Contract Purchasing

The Board, on a Mary Kemper, Chad Mowery motion, approved purchase through the following programs under approved state contracts for the 2026-2027 school year. These purchases will eliminate the need to process a district bid for items purchased from approved vendors.

1. Co-Stars
2. GSA – Schedule 70
3. PEPPM
4. KPN
5. NCPA
6. Sourcewell

Roll call vote: All members present voted Yea. Motion carried.

School Dentist

The Board, on a Chad Mowery, Rachel Gray motion, approved to appoint the following dentist for the Bermudian Springs School District, effective for the 2026-2027 school year.

School Dentist: Dr. Michael Tomczyk, D.D.S.

Roll call vote: All members present voted Yea. Motion carried.

Final Adoption of the 2026-2027 Budget

The Board approved the final adoption of the 2026-2027 General Fund Budget to be submitted to PDE. Approval is requested for the following expenditures and revenues regarding the 2026-2027 budget:

Option A:

1. Expenditures in the amount of \$40,860,347 and revenue in the amount of \$38,734,688, to include the following:

Local Revenue	\$22,190,584
State Revenue	\$16,108,796
Federal Revenue	\$ 435,308
Other Sources	\$ 0

The Board, following a motion to approve Option A-1, by Daniel Chubb, seconded by Julie Marshall.

Roll call vote: Dianna Canapp, Daniel Chubb, Brian Davis, Jennifer Goldhahn, Rachel Gray, Mary Kemper, Julie Marshall, and Chad Mowery voted Yea. Chad Klinedinst voted Nay. Motion carried.

2. Levy of the following taxes to realize the figure above for local revenue:

Real Estate	14.4276 mills
Act 679 Per Capita	\$ 5.00
Act 511 Per Capita	\$ 5.00
Act 511 Earned Income	1.2%
Act 511 Real Estate Transfer	.5%
Act 511 Amusements	5.0%

The Board, following a motion to approve Option A-2, by Daniel Chubb, seconded by Julie Marshall.

Roll call vote: Dianna Canapp, Daniel Chubb, Brian Davis, Jennifer Goldhahn, Rachel Gray, Mary Kemper, Julie Marshall, and Chad Mowery voted Yea. Chad Klinedinst voted Nay. Motion carried.

2026-2027 Cafeteria Breakfast & Lunch Prices

The Board, on a Brian Davis, Mary Kemper motion, approved the following increases in student breakfast and lunch prices, and increasing a la carte items where necessary.

	<u>2025-2026 Prices</u>	<u>2026-2027 Prices</u>
Elementary Breakfast	\$1.55	\$1.65
Secondary Breakfast	\$1.70	\$1.80
Elementary Lunch	\$2.35	\$2.45
Secondary Lunch	\$2.60	\$2.70
Milk	\$0.60	\$0.60

Roll call vote: All members present voted Yea. Motion carried.

Federal Program Approval

The Board, on a Mary Kemper, Chad Mowery motion, approved the following list of title program activities planned for implementation in the 2026-2027 school year using federal funds.

- | | |
|-------------|------------|
| 1. Title I | \$ 330,008 |
| 2. Title II | \$ 42,387 |
| 3. Title IV | \$ 25,169 |

Roll call vote: All members present voted Yea. Motion carried.

District-Wide Insurance Policies

The Board, on a Brian Davis, Chad Mowery motion, approved the following district-wide insurance policies through Weber Insurance Agency:

	<u>2025-2026</u>	<u>2026-2027</u>
Utica Ins. Co. Umbrella Policy	\$ 7,658.00	\$ 8,574.00
Utica Ins. Co. Auto Policy	\$ 5,097.00	\$ 5,708.00
Utica Ins. Co. Commercial Policy	\$127,799.00	\$141,590.00
Eastern Alliance Workers Compensation Policy	\$ 52,269.00	\$ 47,057.00

Roll call vote: All members present voted Yea. Motion carried.

School Insurance

The Board, on a Mary Kemper, Dianna Canapp motion, approved the student sports and accident insurance to be awarded to the Christian-Baker Company of Camp Hill, as underwritten by the United States Fire Insurance Company of Eatontown, NJ. The rates for the 2026-2027 school year are as follows:

Regular School Time Coverage	K-12	\$ 22.50
24-Hour Coverage	K-12	\$ 90.00
Interscholastic Football (JV/Varsity Only)		\$11,448.00

Roll call vote: All members present voted Yea. Motion carried.

Benefits Contracts

The Board, on a Dianna Canapp, Chad Mowery motion, approved the following employee benefits contracts:

1. United Concordia – Dental Insurance
Insurance premiums reflect no increase for the 2026-2027 school year.
2. Capital Blue Cross – Medical and Prescription Insurance
Insurance premiums reflect an 11.15% increase for the 2026-2027 school year.
3. Capital Blue Cross – Vision Insurance
Insurance premiums reflect no increase for the 2026-2027 school year.
4. USABLE Life – Life Insurance
Insurance premiums reflect an 8% increase for the 2026-2027 school year.

Roll call vote: All members present voted Yea. Motion carried.

Disposal of Obsolete Equipment

The Board, on a Brian Davis, Mary Kemper motion, approved to dispose of the following items at the High School. (see page 281)

Roll call vote: All members present voted Yea. Motion carried.

License Agreement

The Board, on a Mary Kemper, Julie Marshall motion, approved the License Agreement between the District and Adams County Head Start regarding the use of the District's Elementary School Buildings during the 2026-2027 school year. A copy of the agreement appears on pages 282-289.

Roll call vote: All members present voted Yea. Motion carried.

ACTI Resolution

The Board, on a Mary Kemper, Dianna Canapp motion, approved the ACTI Resolution regarding the purchase of property for a potential future ACTI building project. A copy of the resolution appears on pages 290-292.

Roll call vote: All members present voted Yea. Motion carried.

Election of School Board Secretary and Assistant Secretary

Daniel Chubb opened nominations for Board Secretary and Assistant Secretary:

1. On a Mary Kemper, Chad Mowery motion, Jennifer Goldhahn was nominated for School Board Secretary. On a Brian Davis, Julie Marshall motion, nominations were closed. Dianna Cannap - yea, Daniel Chubb - yea, Brian Davis - yea, Jennifer Goldhahn - yea, Rachel Gray - yea, Mary Kemper - yea, Chad Klinedinst - yea, Julie Marsha - yea, Chad Mowery - yea. Jennifer Goldhahn was elected as School Board Secretary. The Secretary's four-year term will begin on July 1, 2026, and expire on June 30, 2030.
2. On a Jennifer Goldhahn, Chad Mowery motion, Mary Kemper was nominated for School Board Assistant Secretary. On a Dianna Canapp, Chad Klinedinst motion, nominations were closed. Dianna Cannap - yea, Daniel Chubb - yea, Brian Davis - yea, Jennifer Goldhahn - yea, Rachel Gray - yea, Mary Kemper - yea, Chad Klinedinst - yea, Julie Marsha - yea, Chad Mowery - yea. Mary Kemper was elected as School Board Assistant Secretary. The Assistant Secretary's four-year term will begin on July 1, 2026, and expire on June 30, 2030.

OTHER BUSINESS: Committee reports were shared for ACTI, the CIRA Committee, and the Policy Committee.

ADJOURNMENT: The meeting adjourned at 8:11 pm.

Board Secretary

Eagles Academy Teacher Graders 2026-2027

Mandi Ruberg
Wendy Rose
Ryan Murphy
Kathy Weaver
Sheila Foster
Beth Yosler
Marti Dorak
Meg Walck
Kara McCauslin
Heather Dengler
Brittany Wood
Shane Miller
Angela Jewart
Kaela Piechowicz
Cheyenne Wivell
John George
Kari Garben
Alexa Groft
Lena Polliard
Lauren Miller
Zachary Stroup
Jalana Firestone
Mitchell Nace
Lori King
Emma Pequignot
Trisha Rapp
Stefanie Yost
John Livelsberger
Jennifer Menser
Timothy Walck
JoAnne Grosskopf
Tori Berwager

MEMORANDUM OF UNDERSTANDING
Between
BERMUDIAN SPRINGS SCHOOL DISTRICT
and
BERMUDIAN SPRINGS EDUCATION ASSOCIATION

This Memorandum of Understanding ("MOU") is entered into by and between the Bermudian Springs School District ("District") and the Bermudian Springs Education Association ("Association"). This MOU shall be attached to and made part of the Collective Bargaining Agreement effective July 1, 2025 through June 30, 2030.

I. PURPOSE

The purpose of this MOU is to adjust the junior high and varsity assistant football coach extra-curricular positions and corresponding compensation.

II. POSITIONS CREATED

Effective beginning with the 2026-2027 school year, the following positions shall be adjusted in Appendix C - Athletic Extra-Curricular Positions:

1. Four (4) Junior High Assistant Football Coach positions – \$2775 annually to three (3) Junior High Assistant Football Coach positions
2. Four (4) Varsity Assistant Football Coach positions – \$3075 annually to five (5) Varsity Assistant Football Coach positions

III. COMPENSATION AND CONTRACT STATUS

- A. The above-listed compensation amounts shall be paid annually upon satisfactory completion of the duties associated with the position.
- B. These positions shall be considered bargaining unit extra-curricular assignments and shall be subject to all applicable provisions governing extra-curricular positions contained within Appendix C of the Collective Bargaining Agreement.
- C. Upon negotiation of a successor Collective Bargaining Agreement, the compensation for these positions shall be incorporated into Appendix C and shall receive any negotiated increases applicable to extra-curricular positions.

IV. DURATION

This MOU shall remain in effect for the duration of the current Collective Bargaining Agreement unless modified by mutual written agreement of the parties or incorporated into a successor agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

BERMUDIAN SPRINGS SCHOOL DISTRICT

Board President: _____

Date: _____

Board Secretary: _____

Date: _____

BERMUDIAN SPRINGS EDUCATION ASSOCIATION

Co-President: _____

Date: _____

Co-President: _____

Date: _____



AGREEMENT FOR SCHOOL-AGE EDUCATION SERVICES

This Agreement for School-Age Education Services (hereinafter “Agreement”) is made this 22nd, day of July, 2026, by and between the **Capital Area Intermediate Unit** (hereinafter “CAIU”), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 55 Miller Street, Enola, PA 17025, and **Bermudian Springs School District** (hereinafter “Client”), a School District with its principal place of business at 7335 Carlisle Pike, York Springs, PA 17372.

1. Scope of Work.

- 1.1 CAIU agrees to provide and perform school-age education services as described on the Initial Service Agreement Summary. A copy of the Initial Service Agreement Summary is attached to and incorporated into this Agreement as Exhibit “A”.
- 1.2 The services described in Section 1.1 above include all labor, products, and/or tools the CAIU requires to provide and perform the services, unless otherwise specifically stated as excluded or to be provided/performed by Client or a third party. These initial services shall be referenced collectively throughout this Agreement as the “Services.”

2. Responsibilities of the Parties.

- 2.1 Both parties agree to act in good faith in fulfillment of this Agreement. Neither party shall attempt to hinder or otherwise prevent the other party from fulfilling their duties as outlined herein.
- 2.2 CAIU shall:
 - Perform the Services as described in Section 1.1 and Exhibit “A”.
 - When providing services to an exceptional student under the Individuals with Disabilities Education Act (“IDEA”), all data and progress on goals as proscribed, and in the manner established in the student’s IEP (Individualized Education Program) will be provided to the Client. All data and progress on goals, as proscribed and established by the student’s IEP, may be recorded directly into the Client’s Student Information System. Unless otherwise indicated by and within the student’s IEP, progress on goals will be conducted no less than once per quarter.

- Provide quarterly report cards to Client.
- For non-exceptional students receiving services, the CAIU will collaborate with the Client on any child find concerns and proceed as agreed between the parties.
- Provide Client timely and accurate billing for all services performed and costs due under this Agreement.
- Assist by providing information within its possession that Client may need for any audit.

2.3 Client shall:

- Maintain LEA (Local Educational Agency) rights and responsibilities for the students' educational programming.
- Provide the CAIU with requested education documents in a timely manner.
- Cooperate with reasonable requests from CAIU for information, documents or in facilitating communications with relevant stakeholders, as may be necessary to allow CAIU to provide the Services.
- Remit timely and accurate payment to CAIU for services rendered.
- Assist by providing information within its possession that CAIU may need for any audit.
- Collaborate with the CAIU on any child find concerns and proceed as agreed between the parties.

3. **Cost.**

3.1 The Services. In consideration for the Services to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, **\$130,464.00** (One hundred thirty thousand four hundred sixty four dollars) in fulfillment of this Agreement. Additional cost terms, if any, shall be addressed in this Section 3 or through the issuance of an Adjusted Service Agreement(s) as agreed to by both parties, consistent with Section 4 of this Agreement.

3.2 Per Diem Services. In addition to the Services, CAIU may provide Client services on a per diem basis, as listed below (the "Per Diem Services"). Per Diem Services will be billed to Client on a when and as used basis, consistent with the invoicing and payment terms set forth in Paragraph 6 of this Agreement. The daily rate for per diem services can be found on the annual Student Services Fixed Rate sheet. Client agrees that CAIU will not issue an Adjusted Service Agreement upon Client incurring charges for Per Diem Services. Programs billed per diem are as follows:

Capital Area Mental Health Program
Center Point Day program at Diakon

Diagnostic

Future Ready Work Immersion

4. Adjusted Service Agreements.

4.1 Any changes, additions, or deletions to the Initial Services Agreement shall be considered an adjustment, with the exception of Per Diem Services (each an “Adjusted Service Agreement”). Any Adjusted Service Agreement must be made in writing and acknowledged by an authorized Client representative, as described in the Regional Special Education Strategic Plan.

4.2 Any and all Adjusted Service Agreements shall be incorporated into and made part of this Agreement.

5. Invoicing and Payment. The CAIU shall invoice Client in July, September, November, January, March, and June for costs incurred to provide the Services and the Per Diem Services. All invoices are due within 45 days of the date of the invoice. Both the Client and CAIU recognize and agree that CAIU will suffer financial hardship to its cash flow in the event payments are received late; therefore, CAIU reserves the right to impose a two percent (2%) late fee for every 30 days past the 45 days that payment is late. Additional Invoicing and Payment terms, if any, shall be addressed in Exhibit “A” or in a subsequent Adjusted Service Agreement(s) as agreed to by both parties.

6. Term. This Agreement shall commence July 22, 2026, and shall terminate effective June 30, 2027.

7. Notice.

7.1 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the CAIU as follows:

Contact Name: Andrew E. McCrea, Ph.D., Director of Student Services

Address: CAIU, 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400 x8313

Fax: 717-732-8425

Email: amccrea@caiu.org

7.2 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the Client as follows:

Client Contact

Name: Brooke Shaffer, Director of Special Education

Address: 7335 Carlisle Pike, York Springs, PA 17372

Phone: 717-528-4113

Fax: _____

Email: bshaffer@bermudian.org

8. Mutual Indemnification.

8.1 Both parties are local agencies entitled to governmental immunity pursuant to the Political Subdivision Tort Claims Act (Act). As such, neither party shall be held responsible or otherwise liable for actions or inactions unless such acts are specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise from or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be deemed a direct or indirect waiver of, or limitation to, any sovereign governmental or official immunity, in any respect applicable to CAIU or Client or impose liability, directly or indirectly, on CAIU or Client from which it would otherwise be immune under applicable law.

8.2 Any indemnification obligations shall be provided from the indemnifying party to the indemnified party provided that the indemnified party (a) notifies the indemnifying party in writing promptly after learning of a claim; (b) turns over to the indemnifying party primary responsibility and control with respect to such claim; and (c) fully cooperates with the indemnifying party in the defense thereof.

- 8.3 The indemnifying party may not accept or agree to any liability, obligation or responsibility of the indemnified party as part of any settlement, defense or otherwise without the prior written permission of the indemnified party, which permission the indemnified party may grant or refuse in its sole discretion. After the indemnifying party acknowledges and assumes in writing the defense or settlement of the indemnification, the indemnified party shall have the right to participate in such defense or settlement through its own counsel at its sole expense.
- 8.4 Client acknowledges that it is the responsible Local Educational Agency (LEA) under applicable law, including, without limitation, under the Pennsylvania Public School Code of 1949, as amended, 24 P.S. § 1-101 *et seq.*, the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act. Client's designation as the LEA shall not change regardless of the nature, scope and extent of the Services provided by CAIU, except upon operation of applicable law.
- 8.5 The indemnification provisions of this Section shall survive the termination of this Agreement.

9. Insurance Coverage.

- 9.1 The CAIU affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance at amounts recognized as customary in the ordinary scope of business. Upon written request, the CAIU shall provide Client with a copy of its certificate of insurance, but under no circumstances, shall CAIU name Client as an additional insured.
- 9.2 The Client shall carry insurance coverage at amounts recognized as customary in the ordinary scope of business, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement. Under no circumstances shall CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance.

- 10. Limitation of Relationships.** The relationship of the parties is that of independent entities contracting with each other for the express and limited purposes described in this Agreement. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between CAIU and Client. CAIU and Client assert that they are not in a joint venture or partnership with each other, nor do the parties intend to operate as a joint venture or partnership.

Further, under no circumstances will employees of one party be deemed to be joint employees of the other party.

11. Confidentiality.

11.1 Under this Agreement, the parties may have access (verbally or in writing) to information that is confidential in nature. Such information may include, but not be limited to student information and data; work product, facts or statistics, ideas, materials, business plans, technical information, methodologies, or any other shared data.

11.2 CAIU and Client agree not to use or disclose such confidential information for any purpose other than in fulfillment of this Agreement, and/or as required by activities described herein, and then, such use or disclosure will only be made to the designated employees and/or consultants of CAIU and Client that have a legitimate educational interest in such confidential information. Additionally, both parties acknowledge and agree that they are bound by the Family Education Rights and Privacy Act of 1974 (FERPA) and the business associate and subcontractor privacy rules of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), and all other applicable State and federal laws.

11.3 The parties recognize and agree that this Section 11 and its subsections shall not apply with respect to any information that is required to be disclosed by applicable law or pursuant to a lawfully issued subpoena.

11.4 The provisions of Section 11.2 shall survive termination or expiration of the Agreement.

12. **Audit.** All service and billing records of the Client are subject to audit at any time by auditors performing annual fiscal or program audits, as required by the federal government, and/or the Pennsylvania Department of Education, and/or the CAIU as required by a third party.

13. Severance; Full Force and Effect.

13.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect.

13.2 In the event a term of this Agreement is not strictly enforced, such non-enforcement shall not be interpreted as acquiescence nor shall it be seen as precedent setting and enforcement of the term at any time in the future shall be binding and not subject to dispute.

14. Governing Law and Venue.

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.

14.2 Client hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Cumberland County, Pennsylvania and the Middle District of Pennsylvania.

15. **Non-Discrimination.** The Client and CAIU agree to treat all persons in a non-discriminatory manner, in keeping with applicable state and federal laws, including, without limitation, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and the Pennsylvania Human Relations Act. No person shall be discriminated against by the Provider because of race, color, religious creed, ancestry, national origin, sex, age, sexual orientation, or handicap.

16. **Compliance with Law and Policy.** During the term of this Agreement, both parties hereto shall comply with all applicable federal, state, and local laws and regulations, including the Pennsylvania School Code, Individual with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and applicable Board Policy of either party.

17. **Clearances, Certifications, and Licenses.**

17.1 The CAIU agrees to comply with the Pennsylvania Public School Code, the regulations of the Pennsylvania State Board of Education, and the guidance of the Pennsylvania Department of Education (PDE) and any other rules and/or regulations regarding the hiring and administration of personnel. All CAIU staff members and independent consultants who may be assigned to perform Services under this Agreement have all met applicable standards regarding hiring and the completion of background certifications, including, without limitation, Act 34, Act 151, and Act 114 background certifications and TB/physical exams as required by applicable law. Upon written request by the Client, the CAIU will provide a copy of all background certifications *to its employee(s) and consultants* who are providing services to the Client and the employee or consultant will present them to the Client; the CAIU shall not forward background certifications directly to the Client.

17.2 Upon request, the CAIU will provide copies of updated professional certification(s) and/or licenses for all professionals working with the Client's students. The CAIU will provide

Services that conform to the standards of practice, within the applicable specialty, as approved by the applicable Commonwealth of Pennsylvania Occupational Board.

18. **Termination.** Unless otherwise agreed upon by both parties in writing, this agreement is not subject to termination prior to the term date listed herein.

19. **Headings.** The headings of this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.

20. **Rules of Construction.** No provision of this Agreement shall be construed against a party simply because that party drafted the provision.

21. **Entire Agreement and Modification.**

21.1 This Agreement constitutes the entire contract between the parties regarding the Services and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties. Notwithstanding, this Agreement may be executed in multiple counterparts. Each such counterpart shall be an original and all together shall constitute but one and the same Agreement.

22. **Additional Terms and Conditions Specific to this Agreement.**

The CAIU and Client have mutually established business practices as detailed in the Regional Special Education Strategic Plan, which is incorporated by reference into this Agreement as if set forth in its entirety.

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of his/her respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.

CAPITAL AREA INTERMEDIATE UNIT

BERMUDIAN SPRINGS SCHOOL DISTRICT

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Rev. 4/4/23



Capital Area Intermediate Unit

Initial Service Agreement Summary

2026-2027

Special Education Services

Bermudian Springs SD

Non-Class Placement Services

Service	Date Added	Service Amount	Initial Contract Cost	Service Cost	Additional Cost	Total Cost
Psychological Services	7/22/2026	144 days	\$130,464.00	\$130,464.00	\$0.00	\$130,464.00
Totals for Non-Class Placement Services:			\$130,464.00			\$130,464.00

Cost Summary for Special Education Services:	Initial Contract Total Cost:	\$130,464.00	Total Cost:	\$130,464.00
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Agreement for District Authorized Independent Educational Evaluation (IEE)

Based on an agreement between the **Bermudian Springs School District** (the “District”) and Parents/Guardians, the District has agreed to pay for an Independent Educational Evaluation (IEE) at the District’s expense. Accordingly, effective **May 4, 2026**, all parties involved have decided that **Dr. Ray W. Christner, Psy.D., NCSP, ABPP**, will schedule and complete an IEE for **Jeremiah A.** (the “Student”).

Payment and Point of Contact

The District agrees to pay for an IEE as long as Dr. Christner and the resulting evaluation comply with the IDEA and Chapter 14 regulations, District policy regarding Screening and Evaluations for Students with Disabilities, and the conditions outlined in this agreement. The District agrees that Dr. Christner will work directly with the Parents/Guardians to arrange the evaluation/testing dates. In addition, Dr. Christner’s office will work with **Brooke Shaffer, the Director of Special Education** from the District, to arrange invoice payment.

The District agrees to the proposed evaluation costs not exceeding **\$5,500.00**. This will include a complete IEE, classroom observation (if needed), a written report of the findings, and attendance at the IEP meeting (virtually). Suppose during the evaluation Dr. Christner determines additional tests or services are required for the testing that would cause the proposed costs to exceed \$5,500.00. In that case, Dr. Christner will obtain signed written consent from the District approving the test or service and related costs. The District will receive a copy of the completed evaluation and invoice before payment. The District agrees to make payment no later than 45 calendar days from its receipt of both the completed evaluation and invoice.

Student Records

Upon Parent/Guardians consent, the Student’s educational records will be provided to Dr. Christner by the district. Dr. Christner must have access to review the following Student records, if available:

- All Individualized Education Program (IEP) or Chapter 15/Section 504 Service Agreement;
- All prior Evaluation Reports (ER) and Reevaluation Reports (RR);
- All prior outside psychological or psychiatric evaluations completed on the Student;
- Report cards and progress reports for all grade levels;
- MTSS/Prereferral data that is not available in other reports;
- Behavior and attendance reports for all grade levels;
- All PSSA or state testing and district benchmark assessments;
- Teacher/Staff observations and input (Dr. Christner’s office will send the forms for completion).

All Student records related to the IEE will be maintained in compliance consistent with HIPPA and FERPA. The District agrees that staff will complete the necessary input forms and rating scales as needed.

Evaluation Requirements

Dr. Christner will evaluate the Student professionally and appropriately to address concerns articulated by both the Parents and the District, provided that the services are conducted in full compliance with applicable District policy and the terms of this agreement. This evaluation will be conducted in compliance with all ethical and professional standards. Dr. Christner will maintain his own professional liability policy of \$1,000,000/\$3,000,000 coverage. Dr. Christner will select the methods to be used for the evaluation, which will include a variety of assessment tools and strategies. Dr. Christner will use psychological and educational assessment measures that are standardized, up-to-date, and appropriate for use in providing a comprehensive evaluation related to the areas of concern. This will include forms and rating scales to be completed by the Parents/Guardians and the District's staff/teachers.

It is understood that the District only consents to the completion of the IEE as long as it:

- Follows all the specific conditions stipulated in this agreement, of course, subject to Dr. Christner's professional judgment in addressing the scope and sequence of the evaluation itself,
- Is sufficient in its scope to identify the educational needs of the Student and assists in determining what supports and modifications to the Student's program are necessary,
- Provides an unbiased and professional opinion on the Student's academic needs, and
- Makes recommendations for additional testing as deemed necessary in Dr. Christner's professional opinion.

Follow-up

Once Dr. Christner has conducted the evaluation, and as he considers the specific interventions and strategies necessary to assist Student's needs in an education setting, he may require additional information from the District, including a copy of, or reference to, the District's curriculum, scheduling, interventions, teacher-student ratios, and programs it offers, or any other type of record the District has that may assist in informing the analysis as to what the Student needs for a Free Appropriate Public Education (FAPE). This will be determined on an as-needed basis.

Rules of Engagement

1. Dr. Christner will communicate with both parties on free and equal terms. He will contact each party to obtain information that will frame the referral questions for the evaluation report and seek staff/teacher and parent/guardian input.
2. Neither party nor their counsel shall have any "editorial" rights in the IEE report to unilaterally receive drafts or provide suggested changes to the report's contents. Draft reports will be shared on equal terms.
3. There will be no separate meetings with Parents/Guardians or the District to review the report or findings. All appointments to discuss the results will be with all parties involved. Dr. Christner will meet with Parents/Guardians and the District separately only to obtain data to help inform the evaluation or when the terms of this agreement are fulfilled (see 5 below).
4. Once the evaluation report has been sent to the parents and District, the District will coordinate a school-based meeting (e.g., IEP meeting) to review the results as needed. Dr. Christner will participate in this meeting to explain his resulting report to the Parents/Guardians and the District following the completion of the evaluation, with such costs included in the above-listed amount. Dr. Christner will be permitted to attend the IEP meeting virtually, and his time will be limited to up to 1 hour. If an in-person meeting is required, Dr. Christner and the District agree that Dr. Christner's

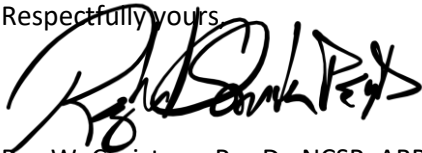
travel will be reimbursed at the standard mileage rate provided by the Internal Revenue Service (IRS).

5. Upon completion of this IEE contract, Dr. Christner will be available for additional consultations with the Parents/Guardians or the District at either party's request; however, these services are not included in this contract. The requesting party will be responsible for the additional consultation fees. Completion is defined as either (1) Dr. Christner's participation in a meeting with both Parents/Guardians and the District to review the results/IEP **OR** (2) three months after Dr. Christner has submitted the report to both parties, whichever comes first.

Agreement

If the District agrees to the evaluation by the terms and conditions outlined in this agreement, kindly sign below indicating your agreement and return the signed original to my office. Once your agreement is confirmed, my office will contact the parties to begin the evaluation process.

Respectfully yours,



Ray W. Christner, Psy.D., NCSP, ABPP

Licensed Psychologist (PS016004)

Board Certified in Behavioral and Cognitive Psychology (Certification #10371)

Health Service Psychologist (National Register Credentialed #52550)

PA Certified School Psychologist

Nationally Certified School Psychologist (NCSP #30727)

Authority to Practice Interjurisdictional Telepsychology (APIT E. Passport Mobility #5828)

Temporary Authorization to Practice (TAP Mobility #5228)

Specialty in Clinical and School Psychology

I have read and understand the contents of the forgoing agreement and agree to the terms stated.

Name of District Representative

Signature

Date