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Derry Township School District

Board of Directors Meeting

August 10, 2020

Summary Minutes – III

1. OPENING ITEMS

a. Call to Order

Minutes

The meeting was called to order by Mrs. Sicher at 7:03 p.m. Due to Pennsylvania's COVID-19 mitigation efforts calling for limits on the number of participants at indoor gatherings, the meeting was conducted both in-person and virtually, limiting the in-person attendance to 25 or less.

b. Roll Call

Minutes

Members in Attendance: John Abel, Donna Cronin (in remote attendance via the telephone, not in-person), Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, and Tricia Steiner

Members Absent: Judy Haverstick and Maria Memmi

Non-Voting members in Attendance: Joe McFarland and Michele Agee

Press: Monica von Dobeneck

Staff/Public in Attendance In-Person: Bill Zee, Dan Tredinnick, Jason Reifsnnyder, Dave Sweigert, Stacy Winslow, Mike Frentz, Nicholas Fanelli, and Christine Drexler

Staff/Public in Attendance Virtually: Jeff Smith, Jena Funck, Kirsten Scheurich, Erick Valentin, Mark Anderson, Traci Landry, Brittany Albert, Staci Albert, Laura Alexander, Omaira Ali, Margaret Anderson, Kristin Argento, Kristen Arndt, Philip Ayala, Lisa Balanda, Laura Becker, Brenda Beitzel, Steve Bell, Brian Blase, Erika Blaze, Katie Blum, Alicia Bohn, Kristen Boltz, Laura Brackbill, Amy Brandt, Peggy Bravacos, Desiree Brougher, Lorena Brown, Tracy Brown, Brandon Buterbaugh, Brian Buterbaugh, Jessica Callahan, Beth Campbell Hetrick, Matthew Caples, Casey Carbery, Jill Cedeno, Paulette Cercega, Julia Cin, Cait Clark, Misty Clements, Emily Clough, Barb Clouser, Mary Jo Coleman, Rebecca Conte, Shannon Corcoran, Kelly Curtin-Hallinan, Lisa D., Cheryl Dellasega, David DeLuce, Debbie Donnald, Heath Donnald, Brandy Donnelly, Kimberly Dotts, Jeanine Dreher, Alicia Dunlop, Annmarie Durnin, Jon Eby, Nicole Ehrhorn, Gina Elliott, Jacqueline Fanelli, Betsy Felix, Timothy Fields, Daniel Fornataro, Stephen Fotos, Cristen Franklin, Erika Gallisdorfer, Anna Gawel, Allison Gehman, Michelle Gniady, Scott Alan Godoy, Timothy Golden, Adam Greene, Robert Guilford, Amy H., Josh H., Sarah Haak, Amanda Haffly, Scott Harman, Jackie Henry, Anthony Howells, Megan Hulse, Tabitha Hummer, Tara Hustad, Betsy Ingraham, James Ives, Cindy Jackson, Cristina Jolly, Ovgu Kaynak, Karen Keating, Tom Keefer, Megan Kenjora, Beth Kenney, Tracy Kerchner, Megan Kerwin, Heather Kim, Michelle Kisner, Dawn Koegler, Suzanne Kornreich, Michelle Krolczyk, Susan Kucera, Kim Kulina, Kimberly Leader, Melanie Lelek, Jen Lentine, Yvonne Lessard, Cynthia Liu, Gregg Longenecker, Natalie Lynch, Allison Mackley, Julie Mackneer, Christen Manari, Ashley Manthey, Elizabeth Mark, Jennifer Marron, Kathy Marschka, Brittany Massare, Jennifer McCall-Hosenfeld, Jennifer McCalman, Ashlee McCann, Mallory McDermott, Katie McKinney-Gavazzi, Dina Miller, Heather Miller, Norm Miller, Richard Miller, Sharon Miller, Vickie Miller, Stephanie Millner, Andrea Mitchell, Erin Moran, Angela Mullen, Colleen Mullikin, Abigail Myers, Rachita Nambiar, Nicole Nardo, Colette Nelson, Lindsey Nester, Jodi Neuschwander, Jana Nielson, Kristen Ober, Kaitlin Obielecki, Michelle O'Brien, Kim O'Connell, Lori Ogle, Crystal Oyerly, Megan Ozimok Miller, Tracy Paoletti, Leanne Parke, Stephanie Patton, Angie Persing, Jason Peters, Laurie Petersen, Katie Pieper, Evelyn Platon, Marianne Purdy, Jessica Query, Elizabeth Rager,

Danielle Ray, Cathy Ream, Cori Reed, Emily Reinert, Amy Reinhart, Steven Reinhart, Beth Reiter, Miles Ribbans, Amanda Riley, Debora Robare, Desiree Rodichok, Jason Roscoe, Kristen Sachs, Rebecca Sanders, Jennifer Schall, Alicia Schulz, Jen Shaffer, Laura Sheaffer, Angie Shipper, Lynn Shirk, Melissa Shultz, Catherine Siris, Jaime Smith, Mindy Smith, Sara Smith, Mark Snyder, Donna Spangler, Kelly Stagliano, Stacy Stahl, Dawn Stanley, Amy Starr, Kurt Startoni, Pete Steelman, Priscilla Stoner, Kellie Stover, Sallyann Talley, Rachel Tereska, Brandi Termin, Jonelle Thomas, Tamar Thomas, Nicole Tunks, Wendy Updegrove, Gail Vachon, Darby Valego, Melissa Vandegrift, Allison VanZant, Tara Vargo, Nicole Vasquezi Rode, Laurie Vitale, Barbara Wade, John Walizer, Natasha Walizer, Crissy Wall, Rebecca Wallace, Alex Walmer, Yikai Wang, Amberlee Ward, Christine Weaber, Kim West, Heather Whitehead, T. Wilhelm, Jenn Williams, Casey Willis, Cindy Wolverton, Deb Wood, Elizabeth Worsley, Dawn Yingling, Pamela Yocum, Kristin Zack, Rebecca Zalit, Ann Zaprazny, Angela Zoeller, Becky, Callie, Chad, Elizabeth, Jennifer, Lindsey, Marielys, and SMB

c. Flag Salute

d. Approval of Board of Directors Agenda

Minutes

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

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

2. INFORMATIONAL AND PROPOSALS

a. Presentation: Continuity of Education Plan

Minutes

Dr. Winslow presented information of how the District arrived at the Continuity of Education Plan while meeting the state's requirements.
Mrs. Funck, Mr. Valentin, and Dr. Smith shared highlights for each of their building levels within the plan.
Mrs. Scheurich shared some details related to Special Education.
Ms. Drew shared details on the most recent release from the Department of Education.
There was a question and answer session that gave Board Members the opportunity to ask questions and express thoughts.

b. President Communications

Minutes

Mrs. Sicher shared that the board met in executive session prior to the board meeting to discuss:

- Matters of Personnel
- Purchase or lease of real estate
- Agency Business which, if conducted in public, would violate a lawful privilege or lead to disclosure of confidential information and legal matters

c. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Those who speak, if present, are asked to come to the microphone and state your name and address for the record. Those who are attending virtually are asked to enter your name, address and comment in the box on your screen. Your entry will be read aloud for the record. To provide other residents with an opportunity to speak, each speaker during the

public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting. This portion of the Board Meeting is for comments to the Board and is not a question and answer period. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting may go to the District web site and submit a community correspondence.

Minutes

The following citizens were recognized by the board:

- None

d. Community Correspondence Report

Minutes

Mr. Tredinnick shared there were 15 submissions for the month of July.

e. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the August 24, 2020 Public Board of Directors Meeting:

1. Approval of August 10, 2020 Board of Directors Summary Minutes
2. Mail Machine Lease
3. Safety and Security - HS Traffic Flow
4. HEA DTSD MOU - Prep Time
5. Requests for the Use of Facilities
6. Personnel

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 Ms. Drew and a second by Mrs. Steiner the Consent Agenda items were approved.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

a. Approval of July 27, 2020 Summary Board of Directors Meeting Minutes - II

b. Approval of Policy (New Policy)

The Administration recommends the approval of the following policy of the Derry Township School District Policy Manual

- 831 Live Streaming

Minutes

Ms. Drew asked, from a procedural stand point where normally there is a 30 day review process for policies, are we looking for the exception to this rule in order to have this policy implemented prior to the start of the school year? Mr. McFarland gave the affirmation to this. Mr. Singer asked where the origins of this came from. Mr. Zee indicated that PSBA had sent out a policy in March and this is an alteration of that policy.

5. NEW BUSINESS**a. Approval of Three-Year Agreement with Suburban Propane**

The Administration recommends the approval of the three-year Suburban Propane Agreement for propane cylinder refill services.

Minutes

Following a motion by Ms. Drew and a second by Mr. Abel the Suburban Propane Agreement was approved.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

b. Approval of Trane Proposal: HVAC System Assessment

The Administration recommends the approval of the Trane Proposal: HVAC System Assessment

Minutes

Following a motion by Mrs. Steiner and a second by Dr. Shaw the Trane Proposal: HVAC System Assessment was approved. Mrs. Sicher commented that this contract is related to the COVID pandemic and will increase the outdoor air flow through the HVAC units along with cleanings and inspections by Trane. At a time when we are dealing with an airborne virus it is important to maximize the ability of these units.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

c. Approval of Mobile Health Agreement

The Administration recommends the approval of the Mobile Health Agreement.

Minutes

Following a motion by Ms. Drew and a second by Mrs. Steiner the Mobile Health Agreement was approved. Mr. Singer had a few questions related to cost and what is being purchased. Mrs. Sicher and Mr. McFarland resolved the questions.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 0
Not Cast: 2 Judy Haverstick, Maria Memmi

d. Approval of Jack Treier Moving / Storage Agreement

The Administration recommends the approval of the Jack Treier Moving / Storage Agreement.

Minutes

Following a motion by Mr. Abel and a second by Dr. Shaw the Jack Treier Moving / Storage Agreement was approved. A few of the Board Members had comments and questions to which Mr. Anderson, DTSD Buildings and Grounds Director, was able to share some information and will look into details for retrieving the items in storage and the cost it will incur.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 0
Not Cast: 2 Judy Haverstick, Maria Memmi

e. Approval of Penn State Hershey Medical Center - PILOT Agreement Revision

The Administration recommends the approval of the Penn State Hershey Medical Center PILOT Agreement revision.

Minutes

Following a motion by Mr. Abel and a second by Ms. Drew the Penn State Hershey Medical Center PILOT Agreement revision was approved.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 0
Not Cast: 2 Judy Haverstick, Maria Memmi

f. Approval of Field Trip/Excursions - Music Department Overnight Field Trips

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

Group:	Music Department
<i>Number of Participating Students:</i>	13
<i>Grade Level:</i>	9-12
<i>Destination:</i>	Cedar Cliff High School, Camp Hill, PA
<i>Purpose:</i>	PMEA District 7 Band Festival
<i>Depart:</i>	January 14, 2021
<i>Return:</i>	January 16, 2021
<i>Trip Leader:</i>	Mr. Buterbaugh

Group: **Music Department**
Number of Participating Students: 8
Grade Level: 9-12
Destination: Eastern York High School, Wrightsville, PA
Purpose: PMEA District 7 Orchestra Festival
Depart: February 11, 2021
Return: February 13, 2021
Trip Leader: Mr. Buterbaugh

Group: **Music Department**
Number of Participating Students: 6
Grade Level: 6-12
Destination: Parkland Area High School, Allentown, PA
Purpose: PMEA Region V Band
Depart: February 25, 2021
Return: February 27, 2021
Trip Leader: Mr. Buterbaugh

Group: **Music Department**
Number of Participating Students: 3
Grade Level: 6-12
Destination: Dover Area High School, Dover, PA
Purpose: PMEA District 7 Jazz Festival
Depart: March 19, 2021
Return: March 20, 2021
Trip Leader: Mr. Buterbaugh

Group: **Music Department**
Number of Participating Students: 5
Grade Level: 6-12
Destination: Dallastown Intermediate School 94
Purpose: PMEA Region Orchestra Festival
Depart: March 19, 2021
Return: March 20, 2021
Trip Leader: Mr. Buterbaugh

Group: Music Department

Number of Participating Students: 5

Grade Level: 6-12

Destination: Erie Convention Center, Erie, PA

Purpose: PMEA All-State Orchestra/Band

Depart: April 14, 2021

Return: April 18, 2021

Trip Leader: Mr. Buterbaugh / Mr. Farrell

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

Minutes

Following a motion by Mr. Abel and a second by Ms. Drew the Music Department overnight field trip/excursions were approved. Mr. Singer asked if under our current conditions, moderate, if the trip would be permitted - No.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

g. Resolution Supporting the Development of an Anti-Racist School Climate by the Board of Directors of the Derry Township School District

Resolution Supporting the Development of an Anti-Racist School Climate by the Board of Directors of the Derry Township School District

WHEREAS, we are deeply saddened and outraged by the recent killing of George Floyd and violence against black men and women. The subsequent protests have shined a spotlight on the harmful effects of racism and inequality. Furthermore, the public response has highlighted the racial trauma that our black students, families, staff, and communities have not only endured for centuries but continue to face today.

WHEREAS, we must recognize that racism and hate have no place in our schools and society. However, we must understand that racism is systemic, and it is unconsciously and consciously rooted into our institutions, policies, and practices. Consequently, we acknowledge that we must look at our own school policies and practices through an anti-racist and equity lens to address traces of racism and inequity that still exist within our own school community.

WHEREAS, we must center the voices of staff, students, families, and communities who have historically endured discrimination and marginalization. Their lived experiences and stories require attention, require respect, require empathy, and most importantly require action. Therefore, it is essential that we establish an expectation that a diversity of students, families, and community members, specifically those that have been ignored, discriminated against, and marginalized, are heard and included on substantive school and district issues.

WHEREAS, we must better educate ourselves and seek to educate the community on the historical and current impact of racism and discrimination on our students, families, and

communities, as well as understand our role in perpetuating such inequity. Through continuous professional development and opportunities for honest dialogue and listening sessions, we hope to build partnerships in the community focused on overcoming racism and other barriers. By doing so, we can create opportunities to ensure that each child has the tools and supports needed to thrive.

WHEREAS, we must advocate to advance civil rights and cultivate an anti-racist school climate necessary to meet the needs of ALL students in our care. Our students, no matter their race, ethnicity, religion, gender, sexual orientation, socioeconomic status, language ability, disability, and other identities, deserve to feel safe, to feel seen, and to feel affirmed.

NOW, THEREFORE BE IT RESOLVED that the Derry Township School Board, unequivocally stand firm in our collective responsibility to foster an equitable and inclusive environment for every student, staff member, parent, and community member. We commit to use our role as school board directors to recognize, respond, and speak out against injustice and racial inequity in our school community.

In support of this goal, the Derry Township School Board commits to the following action steps:

- 1) Review and improve our current Diversity, Inclusion and Equity policy;
- 2) Adopt a new policy for trauma-informed care;
- 3) Continue to support the Administration's enhancement of social emotional learning components, Positive Behavioral and Intervention Supports, and restorative justice techniques;
- 4) Continue to support the Administration's examination of social studies and ELA curriculum for levels of diversity awareness, seeking information about inclusion, race, belonging, diversity, equity, and allyship; and
- 5) Continue to support the Administration's partnerships with organizations such as Hershey Area All Things Diversity and the YWCA to offer continuous professional development and learning opportunities for our staff, students and community.

Adopted this 10th day of August, 2020.

Signed,

Board President

Board Secretary

Minutes

Following a motion by Mr. Abel and a second by Mrs. Steiner the Resolution Supporting the Development of an Anti-Racist School Climate by the Board of Directors of the Derry Township School District was approved. Mrs. Steiner shared details as to how the Resolution came to be. Mr. Singer made a few comments as well and a suggestion for a future discussion of an Ad-hoc committee.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

h. Approval of Revised Township School District 2020-2021 Calendar

Minutes

Following a motion by Ms. Drew and a second by Mr. Abel the Revised Derry Township School District 2020-2021 Calendar was approved. Mr. McFarland gave explanation of the updates to the calendar.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 0
Not Cast: 2 Judy Haverstick, Maria Memmi

i. Approval of DocuSign Upgrade

The Administration recommends approving the upgrade for DocuSign for a one-year term

Minutes

Following a motion by Mr. Abel and a second by Mr. Singer the upgrade for DocuSign for a one-year term was approved. Ms. Drew shared concerns regarding the cost increase particularly for any overages. Dr. Shaw recused himself due to being a stockholder of DocuSign.

Vote Results

Yea: 6 John Abel, Donna Cronin, Lindsay Drew, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 1 Lewis Shaw
Not Cast: 2 Judy Haverstick, Maria Memmi

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

WHEREAS the Solicitor of Derry Township School District is undergoing a change in Law Firms and has identified July 31, 2020, as the last day on which the firm of Barley Snyder will provide employment of his legal services; and

WHEREAS the Appel, Yost & Zee has accepted employment of the DTSD Solicitor, located in Lancaster, Pennsylvania; and

WHEREAS Attorney William Zee, the Derry Township School District's Solicitor of Record will begin employment with Appel, Yost & Zee, effective August 1, 2020;

NOW THEREFORE BE IT RESOLVED that the Board of School Directors for the Derry Township School District appoints the law firm of Appel, Yost & Zee to serve as Solicitor for the District, effective August 1, 2020; and

BE IT FURTHER RESOLVED that William Zee shall continue to serve as the Derry Township School District's Solicitor of Record, effective August 1, 2020.

Minutes

Following a motion by Ms. Drew and a second by Mr. Abel the Appointment of Law Firm Appel, Yost & Zee for the District's Solicitor of Record was approved. Ms. Drew congratulated and expressed thanks to Mr. Zee for being a champion and advocate of public education.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay: 0
Abstain: 0
Not Cast: 2 Judy Haverstick, Maria Memmi

k. Approval of Revised DTSD Health and Safety Plan

The Administration recommends the Board approve the Revised Derry Township School District Health and Safety Plan.

Minutes

Following a motion by Mr. Abel and a second by Mr. Singer the Revised Derry Township School District Health and Safety Plan was approved. Ms. Drew asked about an Acknowledgement form for parents to which Mr. McFarland shared the recommendation is to use Informed Consent. Dr. Shaw recommended looking into widespread testing of students and staff as well as the standing unit thermal scanners.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

l. Approval of Continuity of Education Plan

The Administration recommends the Board approve the Derry Township School District Continuity of Education Plan.

Minutes

Following a motion by Mr. Abel and a second by Mr. Singer the Derry Township School District Continuity of Education Plan was approved. Several board members expressed their support, appreciation of the plan and recognized that these are not ideal situations and that there are no right decisions. Patience was encouraged as well as a reminder to continue to wash your hands, social distance, and wear masks.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

m. Approval of DTSD Emergency Instructional Time Template

The Administration recommends the Board approve the Derry Township School District Emergency Instructional Time Template.

Minutes

Following a motion by Ms. Drew and a second by Mrs. Steiner the Derry Township School District Emergency Instructional Time Template was approved.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

n. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Professional:

Klos, Jennifer

Gifted Education Teacher

Elementary

Reason: Personal

Effective: 08/05/2020 (retroactive)

Classified:

Armentrout, Donna

Substitute General Food Service Worker

District-wide

Reason: Per Reasonable Assurance

Effective: 08/11/2020

Eby, Barbara

Substitute Custodian

District-wide

Reason: Per Reasonable Assurance

Effective: 08/11/2020

Rabuck, Nikki

Paraprofessional (Self-contained Classroom)

High School

Reason: Personal

Effective: 08/03/20 (retroactive)

Reed, Barbara

Substitute Custodian

District-wide

Reason: Per Reasonable Assurance Not Returned

Effective: 08/11/2020

Rhine, Karen

Substitute Custodian

District-wide

Reason: Per Reasonable Assurance

Effective: 08/11/2020

Spirk, Patricia

Substitute Administrative Assistant

District-wide

Reason: Per Reasonable Assurance Not Returned

Effective: 08/11/2020

Stevens, Ashley

Substitute General Food Service Worker

District-wide

Reason: Per Reasonable Assurance Not Returned

Effective: 08/11/2020

Vonada, Robert

Substitute Bus Driver

District-wide

Reason: Per Reasonable Assurance

Effective: 08/11/2020

Yingst, Sharon

Substitute Recess/Cafeteria Aide

District-wide

Reason: Per Reasonable Assurance Not Returned

Effective: 08/11/2020

Limited Service Contract:

Brenneman, Samuel

SAT Fall Computer Supervisor 1

High School

Reason: Personal

Effective: 07/27/2020 (retroactive)

Brenneman, Samuel

SAT Fall Computer Supervisor 2

High School

Reason: Personal

Effective: 07/27/2020 (retroactive)

Brenneman, Samuel

SAT Fall Computer Supervisor 3

High School

Reason: Personal

Effective: 07/14/2020 (retroactive)

Krolczyk, Michelle

Special Education

Early Childhood Center

Reason: Personal

Effective: 07/27/2020 (retroactive)

Stets, Alys

Special Education

High School

Reason: Personal

Effective: 06/29/2020 (retroactive)

Minutes

Following a motion by Ms. Drew and a second by Mr. Singer the personnel - resignation items were approved.

Vote Results

Yea: 7 John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

Nay: 0

Abstain: 0

Not Cast: 2 Judy Haverstick, Maria Memmi

o. Personnel - General

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

Professional:

Hershey, Kristina (replacing Maxine True)

English Teacher

High School

Long Term Substitute

Bachelors, Step 1

Salary: \$52,994

Effective: 08/11/2020 through the end of the 2020-2021 school year

Miller, Jennifer (replacing Sara Khan)

Reading Specialist

Primary Elementary School

Long Term Substitute

Bachelors, Step 1

Salary: \$52,994 (pro-rated)

Effective: To be determined through the end of the 2020-2021 school year (pending receipt of Act 34, Act 151, Act 114, and Act 24 certifications)

Transfer of Classified:

Pawlush, Lorraine* (replacing Gale Tice)

From: Substitute Nursing Assistant/RN

District-wide

To: Nursing Assistant/RN

Early Childhood Center

Level C: 7.0 hours per day

Salary: \$29.56

Effective: 08/11/2020

Reale, Casey* (replacing Lee Jones)

From: Substitute Custodian

District-wide

To: Custodian (2nd shift)

Middle School

Full-time, 8.0 hours per day

Salary: \$17.54 per hour

Effective: 09/01/2020

Riddick, Joshua*

From: Food Service Worker

High School

To: Substitute Food Service Worker

District-wide

Salary: \$12.02 per hour

Effective: 08/11/2020

Limited Service Contracts:

Buterbaugh, Brandon*

Auditorium Manager

High School

Group H, Step 1

Salary: \$1,245

Effective: 08/11/2020

Garner, Lucas

Assistant Varsity Football Coach

High School

Group D, Step 4

Salary: \$3,529

Effective: 08/11/2020

Nkrumah-Jackson, Kelsey

Assistant Varsity Girls Tennis Coach

High School

Group G, Step 4

Salary: \$2,017

Effective: 08/11/2020

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

Minutes

Following a motion by Dr. Shaw and a second by Mr. Abel the personnel - general items were approved and transfers were recognized.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

6. DELEGATE REPORTS

Minutes

The following Delegate reports were given:

- None

7. SPECIAL REPORTS

a. Board Members' Report

Minutes

A report was made by the following board members:

- None

b. Superintendent's Report

Minutes

Mr. McFarland gave a report that included the following:

- The board members were thanked for all their questions and approving the Continuity of Education plan.
- The community was thanked for being supportive and understanding as we move through the pandemic.
- The Continuity of Education team was thanked for all their hard work on the plan.
- Reminder to have patience and grace as we navigate the pandemic.
- DTSD welcomes new staff members tomorrow.

c. Board President's Report

Minutes

Mrs. Sicher gave a report to express the following:

- Thanks to the entire team that created the Continuity of Education Plan.
- Reminded everyone to continue to have understanding.
- Thanks were expressed to the board members for all their hard work and listening to all the comments and taking them into consideration.

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, if present, are asked to come to the microphone and state your name and address for the record. Those who are attending virtually are asked to enter your name, address and comment in the box on your screen. Your entry will be read aloud for the record. Those giving comments are asked to follow the same guidelines outlined at the initial public comment portion of our meeting. As a reminder, this portion of the Board Meeting is for comments to the Board and is not a question and answer period. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting may go to the District web site and submit a Community Correspondence.

Minutes

The following citizens were recognized by the board:

- Tim Golden expressed concerns regarding Kindergarten and social emotional experiences.

9. ADJOURNMENT

Minutes

Following a motion by Mr. Abel and second by Dr. Shaw, the meeting was adjourned to Post Executive Session at 9:36 p.m.

Vote Results

Yea:	7	John Abel, Donna Cronin, Lindsay Drew, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
Nay:	0	
Abstain:	0	
Not Cast:	2	Judy Haverstick, Maria Memmi

Respectfully submitted,

DocuSigned by:

Michele Agee

Michele Agee

Secretary to the Board

Approved August 24, 2020

DocuSigned by:

Kathy L. Sicher

Kathy Sicher

President of the Board of Directors

August 10, 2020

Derry Township School District School Board Meeting

Please Sign in AND Print Your Name

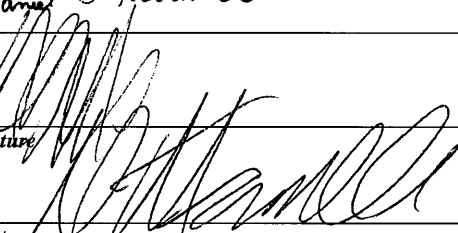
Signature

Daniel B Tredinnick

Printed Name

Dan Tredinnick

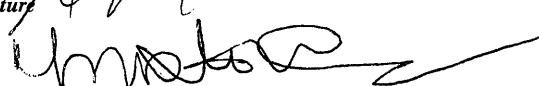
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Nicholas Faudel

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Kristin Dreyer

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DTSD Board Meeting Attendance,

August 10, 2020

Panelist Details

Attended	User Name
Yes	Jeffrey Smith
Yes	Kathy Sicher
Yes	Jena Funck
Yes	Erick Valentin
Yes	Mark Anderson
Yes	Joe McFarland
Yes	Kirsten Scheurich
Yes	Traci Landry

Attendee Details

Attended	First Name Last Name	Attended	First Name Last Name
Yes	Brittany Albert	Yes	Julia Cin
Yes	Staci Albert	Yes	Cait Clark
Yes	Laura Alexander	Yes	Misty Clements
Yes	Omaima Ali	Yes	Emily Clough
Yes	Margaret Anderson	Yes	Barb Clouser
Yes	Kristin Argento	Yes	Mary Jo Coleman
Yes	Kristen Arndt	Yes	Rebecca Conte
Yes	Philip Ayala	Yes	Shannon Corcoran
Yes	Lisa Balanda	Yes	Donna Cronin
Yes	Laura Becker	Yes	Kelly Curtin-Hallinan
Yes	Brenda Beitzel	Yes	Lisa D.
Yes	Steve Bell	Yes	Cheryl Dellasega
Yes	Brian Blase	Yes	David DeLuce
Yes	Erika Blaze	Yes	Debbie Donald
Yes	Katie Blum	Yes	Heath Donald
Yes	Alicia Bohn	Yes	Brandy Donnelly
Yes	Kristen Boltz	Yes	Kimberly Dotts
Yes	Laura Brackbill	Yes	Jeanine Dreher
Yes	Amy Brandt	Yes	Alicia Dunlop
Yes	Peggy Bravacos	Yes	Annmarie Durnin
Yes	Desiree Brouger	Yes	Jon Eby
Yes	Lorena Brown	Yes	Nicole Ehrhorn
Yes	Tracy Brown	Yes	Jacqueline Fanelli
Yes	Brandon Buterbaugh	Yes	Betsy Felix
Yes	Brian Buterbaugh	Yes	TIMOTHY FIELDS
Yes	Jessica Callahan	Yes	Daniel Fornataro
Yes	Beth Campbell Hetrick	Yes	Stephen Fotos
Yes	Matthew Caples	Yes	Cristen Franklin
Yes	Casey Carbery	Yes	Erika Gallisdorfer
Yes	Jill Cedeno	Yes	Anna Gawel
Yes	Paulette Cercega	Yes	Allison Gehman

Yes	Michelle Gniady	Yes	Kathy Marschka
Yes	Scott Alan Godoy	Yes	Brittany Massare
Yes	Timothy Golden	Yes	Jennifer McCall-Hosenfeld
Yes	Adam Greene	Yes	Jennifer McCalman
Yes	Robert Guilford	Yes	Ashlee McCann
Yes	Amy H	Yes	Mallory McDermott
Yes	Josh H.	Yes	Katie McKinney-Gavazzi
Yes	Sarah Haak	Yes	Dina Miller
Yes	Amanda Haffly	Yes	Heather Miller
Yes	Scott Harman	Yes	Norm Miller
Yes	Jackie Henry	Yes	Richard Miller
Yes	Anthony Howells	Yes	Sharon Miller
Yes	Megan Hulse	Yes	Vickie Miller
Yes	Tabitha Hummer	Yes	Stephanie Millner
Yes	Tara Hustad	Yes	Andrea Mitchell
Yes	Betsy Ingraham	Yes	Erin Moran
Yes	James Ives	Yes	Angela Mullen
Yes	Cindy Jackson	Yes	Colleen Mullikin
Yes	Cristina Jolly	Yes	Abigail Myers
Yes	Ovgu Kaynak	Yes	Rachita Nambiar
Yes	Karen Keating	Yes	Nicole Nardo
Yes	Tom Keefer	Yes	Colette Nelson
Yes	Megan Kenjora	Yes	Lindsey Nester
Yes	Beth Kenney	Yes	Jodi Neuschwander
Yes	Tracy Kerchner	Yes	Jana Nielson
Yes	Megan Kerwin	Yes	Kristen Ober
Yes	Heather Kim	Yes	Kaitlin Obielecki
Yes	Michelle Kisner	Yes	Michelle O'Brien
Yes	Dawn Koegler	Yes	Kim O'Connell
Yes	Suzanne Kornreich	Yes	Lori Ogle
Yes	Michelle Krolczyk	Yes	Crystal Oyerly
Yes	Susan Kucera	Yes	Megan Ozimok Miller
Yes	Kim Kulina	Yes	Tracy Paoletti
Yes	Kimberly Leader	Yes	Leanne Parke
Yes	Melanie Lelek	Yes	Stephanie Patton
Yes	Jen Lentine	Yes	Angie Persing
Yes	Yvonne Lessard	Yes	Jason Peters
Yes	Cynthia Liu	Yes	Laurie Petersen
Yes	Gregg Longenecker	Yes	Katie Pieper
Yes	Natalie Lynch	Yes	Evelyn Platon
Yes	Allison Mackley	Yes	Marianne Purdy
Yes	Julie Mackneer	Yes	Jessica Querry
Yes	Christen Manari	Yes	Elizabeth Rager
Yes	Ashley Mantheiy	Yes	Danielle Ray
Yes	Elizabeth Mark	Yes	Cathy Ream
Yes	Jennifer Marron	Yes	Cori Reed

Yes	Emily Reinert	Yes	Barbara Wade
Yes	Amy Reinhart	Yes	John Walizer
Yes	Steven Reinhart	Yes	Natasha Walizer
Yes	Beth Reiter	Yes	Crissy Wall
Yes	Miles Ribbans	Yes	Rebecca Wallace
Yes	Amanda Riley	Yes	Alex Walmer
Yes	Debora Robare	Yes	Yikai Wang
Yes	Desiree Rodichok	Yes	Amberlee Ward
Yes	Jason Roscoe	Yes	Christine Weaber
Yes	Kristen Sachs	Yes	Kim West
Yes	Rebecca Sanders	Yes	Heather Whitehead
Yes	Jennifer Schall	Yes	Jenn Williams
Yes	Alicia Schulz	Yes	Casey Willis
Yes	jen Shaffer	Yes	Cindy Wolverton
Yes	Laura Sheaffer	Yes	Deb Wood
Yes	Angie Shipper	Yes	Elizabeth Worsley
Yes	Lynn Shirk	Yes	Dawn Yingling
Yes	Melissa Shultz	Yes	Pamela Yocum
Yes	Catherine Siris	Yes	Kristin Zack
Yes	Jaime Smith	Yes	Rebecca Zalit
Yes	Mindy Smith	Yes	Ann Zaprazny
Yes	Sara Smith	Yes	Angela Zoeller
Yes	Mark Snyder	Yes	Becky
Yes	Donna Spangler	Yes	callie
Yes	Kelly Stagliano	Yes	Chad
Yes	Stacy Stahl	Yes	Elizabeth
Yes	Dawn Stanley	Yes	Gina.Elliott
Yes	Amy Starr	Yes	jennifer
Yes	kurt startoni	Yes	Lindsey
Yes	Pete Steelman	Yes	Marielys
Yes	Priscilla Stoner	Yes	SMB
Yes	Kellie Stover	Yes	T.Wilhelm
Yes	Sallyann Talley		
Yes	Rachel Tereska		
Yes	Brandi Termin		
Yes	Jonelle Thomas		
Yes	Tamar Thomas		
Yes	Nicole Tunks		
Yes	Wendy Updegrave		
Yes	Gail Vachon		
Yes	Darby Valego		
Yes	Melissa Vandegrift		
Yes	Allison VanZant		
Yes	Tara Vargo		
Yes	Nicole Vasquezi Rode		
Yes	Laurie Vitale		


COMMERCIAL PROPANE GAS SALES AGREEMENT

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 2440 Dairy Rd Lancaster PA 17601			
Telephone 717 - 898 - 2267		Fax 717 - 898 - 5241	Email C2165CR03@suburbanpropane.com
Agreement Date 07/14/2020	Account Number 357055	Account Representative Name ERIKA	CSC Number 2165
Customer Name ("Customer") DERRY TOWNSHIP SCHOOL DISTRICT		Business Telephone Number 717-534-2501	Cell Telephone Number 717-508-9616
Customer's Tax Identification Number 76-22175-5		Fax Number 717-533-6613	Email Address manderson@hershey.k12.pa.us
Billing Address PO BOX 898		City HERSHEY	State PA
Delivery Address 93 S 3RD ST		City HERSHEY	State PA
Delivery Address Owner if not Customer ("Landowner")		Telephone Number 717-534-2501 ext. 3202	Cell Telephone Number 717-205-9221

1. PROPANE AND EQUIPMENT: Customer agrees to purchase all requirements for LP-Gas ("Propane") from Suburban and to use Propane only as a fuel source for heating units and appliances. Seller shall lease, maintain (and install when necessary) at the Delivery Address Suburban-owned storage tanks, regulators and/or meters as is necessary for Propane service, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment"). Seller may replace, add or adjust Equipment if necessary in Seller's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Title to Equipment shall remain with Suburban at all times and shall not pass to Customer, any subsequent purchaser of the Delivery Address or other third party (including creditors). Equipment shall not become fixtures notwithstanding the manner in which it is affixed to property. Customer warrants that he/she has the legal right and Landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only Suburban and its authorized representatives shall deliver Propane to, and have contact with, the Equipment. Title to any exterior and/or interior propane piping installed by Suburban is hereby conveyed to Customer. Customer is responsible for proper grounding/bonding of propane piping, shall arrange for protection of regulators from the elements and, where applicable, for protection of piping and Equipment from the forces of accumulated snow/ice.

2. PRICES AND FEES: As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery/meter read ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing. Customer understands and agrees that, unless otherwise stated by Suburban in writing (including in any Addendum attached hereto), any Price quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery. Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index.

The initial amounts of Fees to be charged to Customer include:

SECURITY DEPOSIT: \$ 0

MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$ 8

MINIMUM ANNUAL PURCHASE REQUIREMENT: 48 gallons

NONREFUNDABLE EQUIPMENT RENTAL FEE: \$ 50 per Year

SAFETY PRACTICES & TRAINING FEE: \$

EARLY TERMINATION FEE: * \$ 100.00

INSTALLATION FEE: \$ 0

PER DELIVERY METER READ FEE: \$

*Payable if Customer terminates this Agreement prior to initial term as agreed upon damages and not as a penalty.

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price. The Safety Practices & Training Fee and other Fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and other Fees are not collected on behalf of, or remitted to, any governmental entity.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current Price and Fees, and delivery terms and options, applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at www.suburbanpropane.com.

3. CUSTOMER'S RESPONSIBILITIES: Customer, at its sole cost and expense, shall be responsible for, and Seller's obligations under this Agreement shall be expressly pre-conditioned upon, Customer's timely provision, installation, operation, security and maintenance of each item checked in Appendix A attached hereto and made a part hereof, and trained personnel as required by law or regulation. In addition, Customer shall notify Seller of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel deliveries; before any change in use and/or occupancy of the Delivery Address; and before any Propane-fueled unit or appliance at the Delivery Address is worked on, moved, altered, connected, disconnected, removed or replaced.

Item No. 1527650 AGR-1009-0719

4. **TERM OF AGREEMENT:** This Agreement shall continue for an initial term of 3 year(s) from the date hereof and thereafter shall automatically renew on a month to month basis unless terminated at the end of the initial term or subsequent anniversary dates by either party upon not less than thirty (30) days prior written notice to the other party as set forth in paragraph 14 of this Agreement. If during the term of this Agreement Customer shall purchase Propane from a supplier other than Seller, Seller may elect to terminate this Agreement for Customer's breach.

5. **PAYMENT TERMS AND POLICY:** Invoices shall be due and payable upon Customer's receipt thereof. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Invoices remaining unpaid more than thirty (30) days from Invoice date shall be subject to a Late Payment Fee consistent with applicable law. Without further notice, Seller may suspend Propane delivery and disconnect and/or lock Equipment for non-payment of Invoice more than sixty (60) days from Invoice date. Reconnection of Equipment after a suspension is subject to a Reconnection Charge. Title to Propane shall transfer from Seller to Customer upon delivery, and is subject to recovery by Suburban in the event of non-payment. Customer agrees that Suburban shall have the right to access Equipment to recover its Propane not paid for by Customer and Customer agrees to pay an applicable Restocking (Pump Out) Fee and other charges relating to such recovery. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder. Security Deposits shall not earn interest unless required by law.

6. **SAFETY:** Customer acknowledges that warnings for employees and end users and other safety literature produced by the Propane Education Research Council and signs and decals are available for purchase. Customer agrees to provide all employees and agents at the Delivery Address and all end users of the Propane sold hereunder with the safety information provided by Seller to Customer. For additional safety information, including natural disaster and weather-related warnings, visit www.suburbanpropane.com or call 1-888-223-0029. Customer shall ensure that its employees, agents and end users are familiar with the odor of Propane, and acknowledges that Suburban recommends the installation of UL-listed Propane gas detectors and carbon monoxide detectors in basements, and elsewhere as recommended by the manufacturer, to provide an additional warning of the presence of Propane or carbon monoxide. By signing below, Customer acknowledges that Customer has become familiar with the odor of Propane and has received Suburban's Safety Tips and Propane Safety Data Sheet attached hereto.

7. **MAINTENANCE; ACCESS; SERVICE:** Customer agrees that no modification, connection or addition to Equipment or replacement, repair, disconnection or other handling of Equipment will be made except by Seller's employees, affiliates or authorized representatives. Customer shall notify Seller before any Propane-fueled unit or appliance at the Delivery Address is to be connected, disconnected or replaced, and before start-up of seasonal equipment. At all times Customer shall grant Seller the right and ability to have necessary access (without risk or liability for trespass) to Equipment in order to inspect, change or remove all or part of the Equipment, and to remove from such Equipment those gallons of Propane for which Customer has not made payment within sixty (60) days of the delivery thereof. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way, and shall surrender the Equipment to Seller upon any termination of this Agreement in the same condition as received, normal wear excepted. Seller may disconnect any appliance or Equipment, regardless of ownership, deemed by Suburban to be unsafe. Customer agrees to notify Seller immediately, both orally and in writing, of any apparent malfunction in Equipment so that Seller may repair such malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

8. **TERMINATION:** Customer hereby grants Seller the absolute right to remove its Equipment without notice to Customer or process of law upon termination of this Agreement, or to charge Customer up to the replacement cost of its Equipment. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and it is further agreed that Seller shall not be liable for any injury or damage to the Delivery Address or any property of Customer located thereon occasioned by removal of Equipment, including the removal of underground tanks and piping, except arising out of the sole negligence of Seller. Upon any termination of this Agreement not resulting from a default by Seller, Customer agrees to pay to Suburban applicable Restocking (Pump Out) Fees, Closeout (Tank Pickup) Fees and other Fees relating to termination of service (see www.suburbanpropane.com for a description of these Fees).

9. **INSURANCE:** While this Agreement remains in effect, Customer shall maintain commercial general liability ("CGL") insurance coverage with limits acceptable to Seller including products liability, completed operations, and contractual liability coverages; and workers' compensation and employers' liability coverages. At Seller's request, Customer agrees to provide Suburban with a Certificate of Insurance and endorsement(s), in forms acceptable to Suburban, that evidence such insurance coverage and name "Suburban Propane Partners, L.P. and its subsidiaries, affiliates and successors" as an additional insured with respect to Customer's CGL insurance policy. While this Agreement remains in effect, Suburban shall maintain CGL and other appropriate insurance coverages, in accordance with standard industry practice.

10. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) Customer's use of Equipment, or tampering, unauthorized servicing or theft of Equipment; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) any "force majeure" condition; (5) damage to a driveway at the Delivery Address or any Customer-owned bridge failure or other premises liability; (6) exhaustion of Customer's Propane supply; (7) service discontinuance; (8) Customer's breach of this Agreement; (9) any negligent act or omission on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination of expiration of this Agreement.

11. **EXCUSED PERFORMANCE:** Customer agrees that Seller shall not be liable to Customer or other party for any injury, loss or damage, for delay or failure to supply Propane or for any failure to perform this Agreement when any of the foregoing is due to or results from any "force majeure" condition such as flood, fire, lightning or other adverse weather or environmental condition, explosion, power blackout, labor dispute, unavailability of Propane, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control whether or not similar to the foregoing.

12. **DEFAULT:** Should either party default on any material condition of this Agreement, the non-defaulting party shall have the option to cancel this Agreement by providing thirty (30) days prior written notice of intent to cancel to the defaulting party and if the defaulting party does not cure such default within such notice period, except that Seller may elect to terminate this Agreement immediately if Customer fails to make payment or maintain insurance coverage as required hereunder or for any safety violation not remedied.

13. **NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any

section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

14. SUCCESSORS; ASSIGNMENT; SUBCONTRACTING; NOTICES: This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and sent to the parties' respective address/email address. Customer authorizes Seller to provide notice by alternate means of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

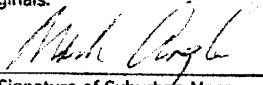
15. APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be construed in accordance with the laws of the jurisdiction of where the Delivery Address is located. This Agreement, including the **Dispute Resolution Procedures Addendum** attached hereto and made a part hereof, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Appendix, Addendum and/or Attachment to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated.

16. CUSTOMER'S CREDIT CHECK AUTHORIZATION: Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement.

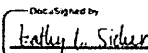
17. LANDOWNER'S CONSENT: If Customer is not the owner of the Delivery Address, Customer agrees to provide Suburban with a copy of Suburban's "Landowner's Consent to Installation of Propane Gas Equipment," signed by the Landowner.

☐ Unless this box is checked, Customer expressly authorizes Suburban to conduct business with Customer electronically.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

SUBURBAN By: 
Signature of Suburban Manager (see instructions)

MARK ANGLE, CSC MANAGER
Print Name and Title

CUSTOMER: 
Signature of Customer

DERRY TOWNSHIP SCHOOL DISTRICT
Print Customer's Name
Kathy L. Sicher

APPENDIX A

ITEMS TO BE SUPPLIED BY CUSTOMER (SEE SECTION 3)

- | | |
|---|--|
| <input checked="" type="checkbox"/> All required permits and other necessary installation and operation approvals; | <input type="checkbox"/> Pump, motor and meter maintenance; |
| <input checked="" type="checkbox"/> Physical protection off/for Equipment and Customer-owned equipment; | <input checked="" type="checkbox"/> Required non-combustible fencing; |
| <input type="checkbox"/> Excavation, trenching and backfill for underground pipe and storage container, necessary sand beds, clearance, leveling and related site preparation for Installation of Equipment including notification of underground facility markout service; | <input type="checkbox"/> Electric power, wiring and lighting (Class 1 Group D Explosion Proof); |
| <input type="checkbox"/> Concrete slabs or piers to Suburban's specifications for Propane bulk storage tank(s); | <input type="checkbox"/> Unloading riser fittings; |
| <input checked="" type="checkbox"/> All fire protection requirements and fire prevention equipment, including fire extinguishers; | <input type="checkbox"/> Vaporizer; |
| <input type="checkbox"/> Piping from Propane bulk storage tank or tank manifold terminal to other equipment; | <input checked="" type="checkbox"/> Adequate truck access for delivery of Propane and Equipment clear of obstruction, snow and debris; |
| <input type="checkbox"/> Other: _____ | |
| <input checked="" type="checkbox"/> Propane warnings, signs and decals and trained personnel. | |



DISPUTE RESOLUTION PROCEDURES ADDENDUM TO RESIDENTIAL AND COMMERCIAL PROPANE SERVICE AGREEMENTS ("AGREEMENT")

Customer and Suburban hereby agree that any and all Disputes (as that term is hereinafter defined) between them arising from this Agreement or any prior agreement between them, and/or the relationship created hereby or thereby, or otherwise, will be exclusively resolved by final and binding arbitration. **Customer and Suburban agree that, by entering into this Agreement, they each are waiving the right to a trial by judge or jury or to participate in a class action with respect to any Dispute.** For ease of administration and convenience, the parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Procedures Addendum ("Addendum"). This Addendum shall survive termination of this Agreement.

Capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning as in the Agreement. For purposes of this Addendum, a "Dispute" shall be broadly interpreted to include, without limitation, any and all claim(s) arising out of or relating in any way to any aspect of the relationship between Suburban and Customer, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including, but not limited to, claims relating to advertising, marketing or other publicity), even if arising before this Agreement or any prior agreement between the parties or that may arise after the termination of this Agreement, including, without limitation, claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class. Notwithstanding the foregoing, the term "Dispute" shall not include the following claims, and only the following claims:

- (a) claims by Customer (or Customer's legal representatives) for personal injury, death or damage to tangible property arising out of the physical delivery of Propane by Suburban to Customer, Customer's usage of such Propane, the condition of the Equipment or Suburban's actions or alleged inactions with respect to such Equipment; or
- (b) claims by Suburban to enforce Customer's indemnification, release and/or hold harmless obligations under this Agreement and/or for the payment of any amounts alleged to be owed by Customer to Suburban; or
- (c) claims which Customer could bring as an individual in a small claims or equivalent court; or
- (d) claims by either party to enforce the terms of this Addendum.

If either party believes that a Dispute has arisen, that party first shall send a certified letter to the other party (Customer should send the certified letter to the manager of the Suburban location identified on the first page of this Agreement (or any successor Suburban location then servicing Customer)), describing with reasonable particularity the nature and basis of the Dispute and the relief sought. If the parties do not reach an agreement to resolve the Dispute within 30 days after the date the party receives the certified letter, either party may commence an arbitration proceeding by sending another certified letter notifying the other party of its intent to commence arbitration.

Arbitration of Disputes will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be conducted before a single arbitrator appointed in accordance with the AAA Rules. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. Unless the parties otherwise agree, any arbitration hearings will take place in the county (or parish) of Customer's Billing Address. Customer may direct that the arbitration be conducted telephonically or be based on written submissions.

All issues that relate to the Dispute are for the arbitrator to decide, but the arbitrator is bound by the terms of this Agreement and this Addendum. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim as stated in the Dispute. The arbitrator has the discretion, but not the obligation, to award fees and costs to the party prevailing in the arbitration. All awards by the arbitrator shall be in writing.

CUSTOMER AND SUBURBAN AGREE THAT EACH PARTY TO THIS ADDENDUM MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Suburban otherwise agree in writing and in their sole discretion, the arbitrator may not consolidate more than one entity's claims, and may not otherwise preside over any form of a representative or class proceeding relating to the Dispute. If this specific provision is found to be unenforceable, then the entirety of this Addendum shall be null and void.

**Suburban
Propane®**

Safety Tips

READ AND PROVIDE THIS IMPORTANT SAFETY INFORMATION TO ALL END USERS!**Llame 1-888-223-0029 para información sobre los avisos de seguridad en español.**

WHAT IS PROPANE?

Propane (also called LPG-Liquefied Petroleum Gas or LP-Gas) is a liquid fuel stored under pressure. In most systems, propane is vaporized to a gas before it leaves the tank. Propane is highly flammable when mixed with air (oxygen) and can be ignited by many sources, including open flames, smoking materials, electrical sparks, and static electricity. Severe "freeze burn" or frostbite can result if propane liquid comes in contact with your skin.

IF YOU SMELL, HEAR OR SEE GAS



1. **NO FLAMES OR SPARKS!** Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or fire.



2. **LEAVE THE AREA IMMEDIATELY!** Get everyone out of the building or area where you suspect gas is leaking.



3. **SHUT OFF THE GAS.** Turn off the main gas supply valve on your propane tank if it is safe to do so. To close the valve, turn it to the right (clockwise).



4. **REPORT THE LEAK.** Once you are safely away from the gas leak, call your propane retailer right away. If you can't reach your propane retailer, call 911 or your local fire department.



5. **DO NOT RETURN TO THE BUILDING OR AREA** until your propane retailer, emergency responder, or qualified professional determines that it is safe to do so.



6. **GET YOUR SYSTEM CHECKED.** Before you attempt to use any of your propane appliances, your propane retailer or a qualified professional must check your entire system to ensure it is leak-free.

CAN YOU SMELL IT?



Propane smells like rotten eggs, skunk's spray, a dead animal, or garbage. Some people may have difficulty smelling propane. Causes may include age (older people may have a less sensitive sense of smell); medical conditions; such as colds, allergies, or sinus congestion; the effects of medication; alcohol, tobacco, or drugs; tobacco smoke, cooking odors, musty or damp smells, and other strong odors. Consider purchasing a propane gas detector as an additional measure of security.

A propane smell may not wake up someone who is sleeping. It may also be in the area of the building where it may not be detected, such as a basement, attic or garage.

ODOR LOSS is an unintended reduction in the concentration of the odor of propane, making it more difficult to smell. Situations that can cause odor loss include the presence of air, water or rust in a propane tank or cylinder; passage of leaking propane through soil; or the exposure to building materials, masonry or fabrics.



SINCE THERE IS A POSSIBILITY OF ODOR LOSS OR PROBLEMS WITH YOUR SENSE OF SMELL, YOU SHOULD RESPOND IMMEDIATELY TO EVEN A FAINT ODOR OF GAS.

To learn what propane smells like, customers unfamiliar with that smell should call Suburban's Safety Information Request Center 1-888-223-0029 and order the pamphlets called "Important Propane Safety Information for You and Your Family" and/or an expansive "Propane Safety" booklet to obtain a Scratch and Sniff Test, free of charge.

PROPANE GAS DETECTORS ARE RECOMMENDED

Under some circumstances, you might not smell a gas leak. Propane gas detectors are designed to sound an alarm if they sense propane in the air, even if the odorant cannot be detected. Suburban recommends the installation of UL-listed propane gas detectors in basements and where recommended by the manufacturer to provide an additional warning of the presence of propane. They can provide an additional measure of security in structures with little-used areas and for individuals who have difficulty smelling propane.



GUIDELINES regarding propane gas detectors:

- Buy only units that are listed by Underwriters Laboratories (UL);
- Follow the manufacturer's instructions regarding installation, use, and maintenance;
- If a detector is sounding an alarm, treat it as an emergency and act immediately, even if you do not smell propane;
- Never ignore the smell of propane, even if no detector is sounding an alarm.

CARBON MONOXIDE AND YOUR SAFETY



WHAT IS CARBON MONOXIDE (CO)? You can't taste or smell CO, but it is a very dangerous gas, produced when any fuel burns. High levels of CO can come from appliances that are not operating correctly, or from a venting system or chimney that becomes blocked.

CO CAN BE DEADLY! High levels of CO can make you dizzy or sick (see below). In extreme cases, CO can cause brain damage or death.

Symptoms of CO poisoning include:

- Headache
- Shortness of breath
- Fatigue
- Dizziness
- Nausea



IF YOU SUSPECT CO IS PRESENT, ACT IMMEDIATELY!

1. Get everyone out of the building and call 911 or your local fire department.
2. If it is safe to do so, open windows to allow entry of fresh air, and turn off any appliances you suspect may be releasing CO.

TO HELP REDUCE THE RISK OF CO POISONING:

- Have a qualified professional check your propane system appliances and related venting systems annually, preferably before heating season begins.
- Suburban recommends the installation, use and maintenance of UL-listed carbon monoxide detectors in accordance with manufacturer's instructions.
- Keep chimneys, flues and vents free of snow, ice and debris such as leaves and animal nests.
- Never use a gas oven or range-top burners to provide space heating.
- Never use portable heaters indoors unless they are designed and approved for indoor use.
- Never use a barbecue grill (propane or charcoal) indoors for cooking or heating.
- Regularly check your appliance exhaust vents for blockage.
- Always open the chimney flue damper when you use your fireplace.
- Always follow the manufacturer's instruction for placement and use of vent-free appliances, including fireplaces and logs.
- Never run an internal combustion engine such a car, lawn mower, generator or snow blower in enclosed areas like a garage.

SIGNS OF IMPROPER APPLIANCE OPERATION THAT CAN GENERATE HIGH CO LEVELS:

- Sooting, especially on appliance and vents
- Unfamiliar burning odor
- Increased moisture inside of windows
- Yellow flames

LIGHTING PILOT LIGHTS



IF A PILOT LIGHT REPEATEDLY GOES OUT or is very difficult to light, there may be a safety problem. **DO NOT** try to fix the problem yourself. **IT IS STRONGLY RECOMMENDED** that only a **QUALIFIED PROFESSIONAL** light any pilot light that has gone out.

YOU ARE TAKING THE RISK of starting a fire or an explosion if you light a pilot light yourself.

APPLIANCE AND SYSTEM MAINTENANCE



LEAVE IT TO THE EXPERTS. Only a qualified professional has the training to install, connect, disconnect, inspect, service, maintain, and repair propane equipment and piping. Have your appliances and propane system inspected just before the start of each heating season.

HELP YOUR APPLIANCES “BREATHE.” Check the vents of your appliances to be sure that flue gases can flow easily to the outdoors; clear away any insect or bird nests or other debris. Also, clear the area around your appliances so plenty of air can reach the burner for proper combustion.

DO NOT TRY TO INSTALL, MODIFY OR REPAIR valves, regulators, connectors, controls, or other appliance and cylinder/tank parts. Doing so creates the risk of a gas leak that can result in property damage, serious injury, or death.

HAVE OLDER APPLIANCE CONNECTORS INSPECTED. Certain older appliance connectors may crack or break, causing a gas leak. If you have an older appliance, have a qualified professional inspect the connector. Do not do this yourself, as movement of the appliance might damage the connector and cause a leak.



FLAMMABLE VAPORS ARE A SAFETY HAZARD. A pilot light on your propane appliance can ignite vapors from gasoline, paint thinners, and other flammable liquids. Be sure to store and use flammable liquids outdoors or in an area of the building containing no propane appliances.



DON'T RISK IT! If you cannot operate any part of your propane system, or if you think an appliance or other device is not working properly, call your propane retailer or qualified professional for assistance.



GAS CAN LEAK THROUGH AN OPEN GAS LINE. If you disconnect an appliance from a gas line or are otherwise aware of an open gas line, be sure to contact your propane retailer or a qualified professional to close, cap or plug the open gas line.

RUNNING OUT OF GAS



DON'T RUN OUT OF GAS. SERIOUS SAFETY HAZARDS, INCLUDING FIRE OR EXPLOSION CAN RESULT.

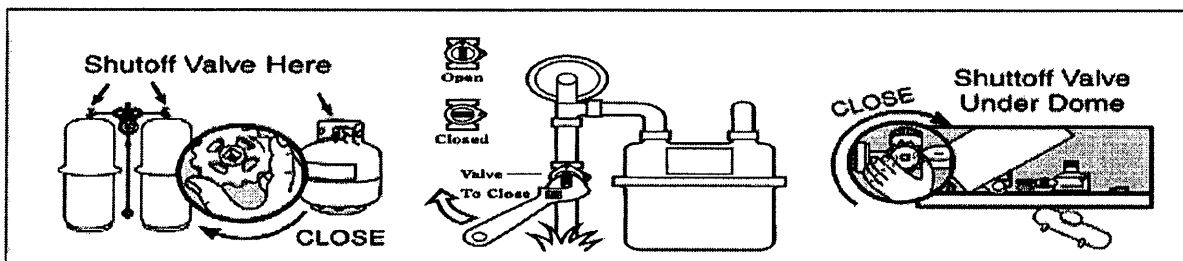
- If your propane tank runs out of gas, any pilot lights on your appliances will go out. This can be extremely dangerous.
- **A LEAK CHECK IS REQUIRED.** Many states require the propane system to be checked for leaks before turning on the gas. Contact your propane retailer or a qualified professional to perform a leak check and turn on the gas.



Never turn the gas on at your propane tank. Contact your propane retailer or a qualified professional to check for leaks, turn on the gas, and to re-light pilot lights on the appliances.

EQUIPMENT AWARENESS

KNOW HOW TO SHUT OFF YOUR GAS SUPPLY. Know where the gas supply shutoff valve to your premises is located. Tank and cylinder valves must be turned to the right (in a clockwise direction) to stop the flow of gas.



MANUFACTURER'S INSTRUCTIONS. All new appliances will come with an owner's manual and manufacturer's instructions. Keep and consult them for correct operating and maintenance procedures. Contact the appliance manufacturer for replacement instructions, if needed.

KNOW WHERE UNDERGROUND GAS LINES AND TANKS ARE LOCATED to avoid damaging them when digging or working on your premises. Notify your propane supplier before you dig. Contact your State's "Call Before You Dig or One Call" – by dialing 811.

DO NOT STORE PROPANE CYLINDERS OR CONTAINERS INSIDE BUILDINGS.

MAKE SURE REGULATOR REMAINS PROTECTED so operation will not be affected by the elements (rain, sleet, snow, ice, mud, debris). Regulator vent should be pointed down and be checked regularly.

MAKE SURE BUILDING OPENINGS ARE NOT CREATED AND SOURCES OF IGNITION ARE NOT SITUATED WITHIN THE AREA OF PROPANE TANKS, REGULATORS, METERS AND OTHER PROPANE EQUIPMENT IN THE SYSTEM.

REVIEW MANUFACTURERS' WARNINGS AND IMPORTANT SAFETY INFORMATION AVAILABLE AT www.suburbanpropane.com REGARDING CORRUGATED STAINLESS STEEL TUBING (CSST), which is a flexible pipe used to supply gas in homes and buildings. A nearby lightning strike can create holes and/or damage CSST. This can result in a gas leak and potentially cause a fire or explosion. Proper grounding and bonding of CSST can reduce the risk of a fire or explosion. **MAKE SURE ALL PROPANE PIPING IS PROPERLY BONDED AND GROUNDED.** Contact a licensed electrician for more information.

BE PREPARED FOR WEATHER-RELATED EMERGENCIES

FLOODING – If a flood is predicted for your area or your gas-fired appliance(s) or equipment has been submerged due to flooding:

- **Turn off the gas** valve at the container or cylinder.
- **DO NOT** turn the gas back on until a qualified professional has checked the system.

HEAVY SNOW OR ICE – Heavy accumulations of snow or ice falling from roof eaves on regulators, piping, tubing and valves may cause damage that could result in a gas leak. Regulator vents must remain clear of snow and ice to operate properly. Check the regulator vents on the propane system to be sure they are free of condensation, which if frozen, could cause a malfunction. If a regulator vent is clogged with ice or snow, contact Suburban immediately. Appliance vents, chimneys and flues must be kept clear of snow and ice so appliances may vent properly, especially on roofs of mobile homes. For installations in areas of heavy snowfall, arrange for the protection of piping, regulators, meters and other equipment installed in the piping system from the forces of accumulated snow or ice. A protective cover or structure may be an appropriate form of protection in some circumstances, and is required in some jurisdictions. Contact your local building or fire official for guidance. When removing snow:

- Use care around tanks, piping, tubing, valves, regulators and other equipment to prevent damage.
- Use a broom instead of a shovel.
- Do not shovel snow from roofs onto propane equipment. The weight could damage propane equipment causing a leak.

SAFE ACCESS

Provide structurally sound access to propane equipment free from snow, ice, debris or other obstructions.

FURTHER CONSUMER SAFETY INFORMATION

We urge you to visit www.suburbanpropane.com for Consumer Safety Information prepared by the Propane Education & Research Council (PERC). Pamphlets called "Important Propane Safety Information for You and Your Family," "Important Propane Safety Information for Users of Small Cylinders" (including cylinder transportation, storage and inspection procedures), an expansive "Propane Safety" booklet, Carbon Monoxide Safety Information, weather/natural disaster information, and a Propane Safety Data Sheet (SDS) may be read and downloaded online. These documents are also available free of charge by calling Suburban at 1-888-223-0029.



Propane

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations
Revision Date: 09/07/2017 Date of issue: 09/15/2015

Version: 2.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: Propane

1.2. Intended Use of the Product

Use of the substance/mixture: Fuel

1.3. Name, Address, and Telephone of the Responsible Party Company

Crestwood Midstream Partners LP

811 Main St.

Suite 3400

Houston, TX 77002

832-519-2200

www.crestwoodlp.com

1.4. Emergency Telephone Number

Emergency Number : Chemtrec 800-424-9300

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

Classification (GHS-US)

Simple Asphyxiant

Flam. Gas 1 H220

Liquefied gas H280

Full text of H-phrases: see section 16

2.2. Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

: Danger

Hazard Statements (GHS-US)

: H220 - Extremely flammable gas.

H280 - Contains gas under pressure; may explode if heated.

- May displace oxygen and cause rapid suffocation.

Precautionary Statements (GHS-US)

: P210 - Keep away from extremely high or low temperatures, ignition sources, and incompatible materials. - No smoking.

P377 - Leaking gas fire: Do not extinguish, unless leak can be stopped safely.

P381 - Eliminate all ignition sources if safe to do so.

P403 - Store in a well-ventilated place.

P410+P403 - Protect from sunlight. Store in a well-ventilated place.

2.3. Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions. Contact with gas escaping the container can cause frostbite.

2.4. Unknown Acute Toxicity (GHS-US)

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%	Classification (GHS-US)
Propane	(CAS No) 74-98-6	> 85	Simple Asphyxiant Flam. Gas 1, H220 Liquefied gas, H280

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Propene	(CAS No) 115-07-1	< 10	Simple Asphyxiant Flam. Gas 1, H220 Liquefied gas, H280
Isobutane	(CAS No) 75-28-5	< 5	Simple Asphyxiant Flam. Gas 1, H220 Liquefied gas, H280
Pentane	(CAS No) 109-66-0	< 0.5	Flam. Liq. 1, H224 STOT SE 3, H336 Asp. Tox. 1, H304 Aquatic Acute 2, H401 Aquatic Chronic 2, H411

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of First Aid Measures

First-aid Measures General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible). If frostbite or freezing occurs, immediately flush with plenty of lukewarm water to GENTLY warm the affected area. Do not use hot water. Do not rub affected area. Get immediate medical attention.

First-aid Measures After Inhalation: Obtain medical attention if breathing difficulty persists. First, take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate respiratory protective equipment, use the buddy system), then remove the exposed person to fresh air. Keep at rest in a position comfortable for breathing.

First-aid Measures After Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists. Thaw frosted parts with lukewarm water. Do not rub affected area. Get immediate medical advice/attention.

First-aid Measures After Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

First-aid Measures After Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/Injuries: May cause frostbite on contact with the liquid. Asphyxia by lack of oxygen: risk of death.

Symptoms/Injuries After Inhalation: In elevated concentrations may cause asphyxiation, central nervous system effects, and increased breathing rate. Symptoms of asphyxiation include headache, dizziness, rapid breathing, increased pulse, mood changes, tremors, cyanosis, muscular weakness, narcosis, numbness of the extremities, unconsciousness and death.

Symptoms/Injuries After Skin Contact: Contact with gas/liquid escaping the container can cause frostbite and freeze burns.

Symptoms/Injuries After Eye Contact: Contact with gas/liquid escaping the container can cause frostbite, freeze burns, and permanent eye damage.

Symptoms/Injuries After Ingestion: Not considered a potential route of exposure, but contact with gas/liquid escaping the container can cause freeze burns and frostbite.

Chronic Symptoms: None expected under normal conditions of use.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Do not extinguish burning gas if flow cannot be shut off immediately. Extinguish secondary FIRES with appropriate materials.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Extremely flammable gas.

Explosion Hazard: May form flammable/explosive vapor-air mixture. Container may explode in heat of fire.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Other Information: Use water spray to disperse vapors. Do not allow run-off from fire fighting to enter drains or water courses.

Propane

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Eliminate every possible source of ignition. Do not breathe gas.

6.1.1. For Non-emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Responders

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Evacuate unnecessary personnel, isolate, and ventilate area. Ventilate area.

6.2. Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

6.3. Methods and Material for Containment and Cleaning Up

For Containment: Stop leak, if possible without risk. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Stop the source of the release, if safe to do so. Consider the use of water spray to disperse vapors. Isolate the area until gas has dispersed. Ventilate and gas test area before entering.

6.4. Reference to Other Sections

See Heading 8. Exposure controls and personal protection. See Section 13, Disposal Considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Handle empty containers with care because residual vapors are flammable. Ruptured cylinders may rocket. Do not pressurize, cut, or weld containers. Asphyxiating gas at high concentrations.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Do not breathe gas. Employ good maintenance practices to prevent leaks. Use good process control measures to prevent releases.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations. Proper grounding procedures to avoid static electricity should be followed.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep in fireproof place. Cylinders should be stored upright with valve protection cap in place and firmly secured to prevent falling.

Incompatible Products: Strong acids, strong bases, strong oxidizers.

Special Rules on Packaging: Ethyl mercaptan might, under certain conditions (when oxygen, water, iron oxide or other oxidizers are present in containers and piping) react with oxidizers which diminish or eliminate entirely its distinct smell, thereby reducing or eliminating the ability of a person to detect a leak. The passage of odorized propane through soil because of an underground leak will also diminish or eliminate entirely the smell of odorized propane. If you suspect a leak, use a combustible gas indicator or similar device to check for gas leaks.

7.3. Specific End Use(s)

Fuel

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), or OSHA (PEL).

Propane (74-98-6)		
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	1800 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	1000 ppm
USA IDLH	US IDLH (ppm)	2100 ppm (10% LEL)
USA OSHA	OSHA PEL (TWA) (mg/m ³)	1800 mg/m ³
USA OSHA	OSHA PEL (TWA) (ppm)	1000 ppm
Propene (115-07-1)		
USA ACGIH	ACGIH TWA (ppm)	500 ppm

Propane

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According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
Isobutane (75-28-5)		
USA ACGIH	ACGIH STEL (ppm)	1000 ppm
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	1900 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	800 ppm
Pentane (109-66-0)		
USA ACGIH	ACGIH TWA (ppm)	1000 ppm
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	350 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	120 ppm
USA NIOSH	NIOSH REL (ceiling) (mg/m ³)	1800 mg/m ³
USA NIOSH	NIOSH REL (ceiling) (ppm)	610 ppm
USA IDLH	US IDLH (ppm)	1500 ppm (10% LEL)
USA OSHA	OSHA PEL (TWA) (mg/m ³)	2950 mg/m ³
USA OSHA	OSHA PEL (TWA) (ppm)	1000 ppm

8.2. Exposure Controls

Appropriate Engineering Controls

: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed. Gas detectors should be used when flammable gases or vapors may be released. Use explosion-proof equipment. Oxygen detectors should be used when asphyxiating gases may be released.

Personal Protective Equipment

: Gloves. Protective clothing. Protective goggles. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing

Hand Protection

: Wear fire/flammable resistant/retardant clothing.

Eye Protection

: Wear protective gloves.

Skin and Body Protection

: Chemical safety goggles.

Respiratory Protection

: Wear suitable protective clothing.

: Use a NIOSH-approved self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.

Thermal Hazard Protection

: Wear thermally resistant protective clothing.

Other Information

: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Gas
Appearance	: Colorless
Odor	: Odorless, unless odorant added then odor of Ethyl Mercaptan
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: Gas at normal ambient conditions
Melting Point	: No data available
Freezing Point	: -305 °F
Boiling Point	: -45 °F @ 14.7 psia
Flash Point	: -156 °F (TCC)
Auto-ignition Temperature	: 842 °F
Decomposition Temperature	: No data available
Flammability (solid, gas)	: Extremely flammable gas
Lower Flammable Limit	: 2.3%
Upper Flammable Limit	: 9.5%
Vapor Pressure	: 188 psia @ 100 °F

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Relative Vapor Density at 20 °C	: 2 (Air=1)
Relative Density	: 0.504 @ 60 °F
Solubility	: Water: <0.1%
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available
Molecular Weight	: 44.0
Explosive Properties	: Contains gas under pressure; may explode if heated.

9.2. Other Information

Gas Group : Liquefied gas

SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** Hazardous reactions will not occur under normal conditions.
- 10.2. Chemical Stability:** Contains gas under pressure; may explode if heated.
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. Conditions to Avoid:** Direct sunlight, extremely high or low temperatures, open flames, sources of ignition and incompatible materials.
- 10.5. Incompatible Materials:** Strong acids, strong bases, strong oxidizers.
- 10.6. Hazardous Decomposition Products:** Normal combustion produces carbon dioxide; incomplete combustion can produce carbon monoxide.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information On Toxicological Effects

Acute Toxicity: Not classified

Propane (74-98-6)	
LC50 Inhalation Rat	658 mg/l/4h
Propene (115-07-1)	
LC50 Inhalation Rat	658 mg/l/4h
Isobutane (75-28-5)	
LC50 Inhalation Rat	658 mg/l/4h
LC50 Inhalation Rat	11000 ppm
Pentane (109-66-0)	
LD50 Dermal Rabbit	3000 mg/kg
LC50 Inhalation Rat	364 g/m ³ (Exposure time: 4 h)

Skin Corrosion/Irritation: Not classified

Serious Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Propene (115-07-1)	
IARC group	3

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: In elevated concentrations may cause asphyxiation, central nervous system effects, and increased breathing rate. Symptoms of asphyxiation include headache, dizziness, rapid breathing, increased pulse, mood changes, tremors, cyanosis, muscular weakness, narcosis, numbness of the extremities, unconsciousness and death.

Symptoms/Injuries After Skin Contact: Contact with gas/liquid escaping the container can cause frostbite and freeze burns.

Symptoms/Injuries After Eye Contact: Contact with gas/liquid escaping the container can cause frostbite, freeze burns, and permanent eye damage.

Symptoms/Injuries After Ingestion: Not considered a potential route of exposure, but contact with gas/liquid escaping the container can cause freeze burns and frostbite.

Chronic Symptoms: None expected under normal conditions of use.

Propane

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Pentane (109-66-0)	
LC50 Fish 1	9.87 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss)
EC50 Daphnia 1	9.74 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC 50 Fish 2	11.59 mg/l (Exposure time: 96 h - Species: Pimephales promelas)

12.2. Persistence and Degradability

Propane	
Persistence and Degradability	May cause long-term adverse effects in the environment.

12.3. Bioaccumulative Potential

Propane	
Bioaccumulative Potential	Not established.
Propane (74-98-6)	
Log Pow	2.3
Propene (115-07-1)	
Log Pow	<= 2.8
Isobutane (75-28-5)	
BCF fish 1	1.57 - 1.97
Log Pow	2.88 (at 20 °C)
Pentane (109-66-0)	
Log Pow	3.39

12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information : Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions. Handle empty containers with care because residual vapors are flammable. Empty gas cylinders should be returned to the vendor for recycling or refilling. Do not puncture or incinerate container.

SECTION 14: TRANSPORT INFORMATION

14.1. In Accordance with DOT

Proper Shipping Name(s) : PROPANE
PETROLEUM GASES, LIQUEFIED

Hazard Class : 2.1

Identification Number : UN1978
UN1075

Label Codes : 2.1

ERG Number : 115



14.2. In Accordance with IMDG

Proper Shipping Name(s) : PROPANE
PETROLEUM GASES, LIQUEFIED

Hazard Class : 2

Division : 2.1

Identification Number : UN1978
UN1075

Label Codes : 2.1

EmS-No. (Fire) : F-D

EmS-No. (Spillage) : S-U



14.3. In Accordance with IATA

Proper Shipping Name(s) : PROPANE
PETROLEUM GASES, LIQUEFIED

Propane

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Identification Number : UN1978
 UN1075
Hazard Class : 2
Label Codes : 2.1
Division : 2.1
ERG Code (IATA) : 10L



SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations

Propane	
SARA Section 311/312 Hazard Classes	Fire hazard Sudden release of pressure hazard Immediate (acute) health hazard
Propane (74-98-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Propene (115-07-1)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	1.0 %
Isobutane (75-28-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Pentane (109-66-0)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
EPA TSCA Regulatory Flag	T - T - indicates a substance that is the subject of a Section 4 test rule under TSCA.

15.2 US State Regulations

Propane (74-98-6)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Propene (115-07-1)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Isobutane (75-28-5)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
Pentane (109-66-0)	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 09/15/2015
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Asp. Tox. 1	Aspiration hazard Category 1
Flam. Gas 1	Flammable gases Category 1
Flam. Liq. 1	Flammable liquids Category 1

Propane

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Liquefied gas	Gases under pressure Liquefied gas
STOT SE 3	Specific target organ toxicity (single exposure) Category 3
H220	Extremely flammable gas
H224	Extremely flammable liquid and vapor
H280	Contains gas under pressure; may explode if heated
H304	May be fatal if swallowed and enters airways
H336	May cause drowsiness or dizziness
H401	Toxic to aquatic life
H411	Toxic to aquatic life with long lasting effects

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)


**Suburban
Propane®**
CSC ON-SITE (DOCK) GAS SALES AGREEMENT

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 2440 Dairy Rd Lancaster PA 17601			
telephone 717 - 898 - 2267		Fax 717 - 898 - 5241	Email c2165cr03@suburbanpropane.com
Agreement Date 07/14/2020	Account Number 357055	Account Representative Name ERIKA	CSC Number 2165
Customer Name ("Customer") DERRY TOWNSHIP SCHOOL DISTRICT		Telephone Number 717-534-2501	Cell Telephone Number 717-508-9646
Customer's Tax Identification Number (Commercial Only) 76-22175-5		Fax Number 717-533-4357	Email Address mfrentz@hershey.k12.pa.us
Billing Address PO BOX 898		City HERSHEY	State PA Zip Code 17033

Seller and Customer (collectively referred to as "parties") hereby enter into this On-Site Gas Sales Agreement ("Agreement") and agree as follows:

1. **PROPANE:** From time to time during the term of this Agreement, Customer shall purchase from Seller LP-Gas ("Propane"). These sales will be effected by Seller filling cylinder(s) supplied by Customer ("Customer Equipment") at the Seller Address set forth above. Except for any cylinder(s) leased to Customer pursuant to Section 2 below, Customer warrants compliance with applicable laws and U.S. Department of Transportation regulations and ownership, quality and structural integrity of all Customer Equipment during the entire term of this Agreement.

2. **LEASED CYLINDER(S):** (OPTIONAL/FOR COMMERCIAL ONLY) Seller agrees to lease to Customer the cylinder(s) listed below ("Seller Equipment"). Customer agrees that no modifications, replacement, additions, repair or the like will be made to Seller Equipment except by Seller. Customer warrants that it and its employees, agents, subcontractors and end users have all requisite licenses, training and technical experience to operate, connect, disconnect, transport and otherwise use Seller Equipment. Customer agrees to take proper care of the Seller Equipment and to return the same to the Seller Address listed above during normal business hours within two (2) business days following termination of this Agreement, in the same condition as when leased, or failing that, to pay to Seller the replacement cost of any lost or damaged Seller Equipment:

QUANTITY	CYLINDER SIZE	SERIAL NOS.	UNIT LEASE FEE	EXTENDED AMOUNT
8	BUFFER	CUSTOMER OWNED	\$0	\$0
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

3. **PRICE AND FEES:** Customer agrees to purchase Propane at SELLER'S THEN CURRENT PRICE IN EFFECT AT THE TIME OF EACH CYLINDER FILL, together with Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of each fill. Fees charged by Suburban are not specifically authorized or imposed by any local, state or federal law and are not collected on behalf of, or remitted to, any governmental entity. **Customer understands and agrees that the specific Fees charged, the amount of those Fees and the price for Propane charged to Customer may vary over time.** Customer acknowledges and agrees that itemization of price and Fees on Suburban's invoice will be sufficient and adequate notice to Customer of those price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current price and Fees applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at www.suburbanpropane.com/fees.

4. **TERMINATION:** This Agreement shall continue until terminated by either party upon written notice to the other party. Notwithstanding any other provision of this Agreement to the contrary, upon any termination of this Agreement, Customer shall (a) promptly pay to Seller all amounts owed to Seller at the time of termination and (b) return to Seller any Seller Equipment in the same condition as when leased, or failing that, to pay to Seller the replacement cost of any lost or damaged Seller Equipment.

5. **PAYMENT TERMS AND POLICY:** Invoices shall be due and payable upon Customer's receipt thereof. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before selling Customer additional Propane. Invoices remaining unpaid more than thirty (30) days from Invoice date shall be subject to a Late Payment Fee consistent with applicable law. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, storage or use of Propane sold or Seller Equipment leased hereunder.

DISTRIBUTION: CUSTOMER - COPY OFFICE - COPY

Item No. 1539556 AGR-1079-0213

6. **SAFETY:** Customer agrees to provide all employees, agents, subcontractors and all end users of the Propane sold hereunder with the safety information provided by Seller to Customer. For additional safety information, including natural disaster and weather-related warnings, visit www.suburbanpropane.com or call 1-888-223-0029. Customer shall ensure that its employees, agents, subcontractors and end users are familiar with the odor of Propane. By signing below, Customer acknowledges that Customer, its employees, agents and subcontractors having contact with Propane and/or Seller Equipment have become familiar with the odor of Propane and have received a copy of Suburban's Safety Tips, and any other applicable materials, attached hereto.

7. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) Customer's use of Seller Equipment or tampering or unauthorized servicing thereof; (3) Customer Equipment; (4) exhaustion of Customer's Propane supply; (5) service discontinuance; (6) Customer's breach of this Agreement; or (7) any negligent acts or omissions on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination or expiration of this Agreement.

8. **UNCONTROLLABLE INTERRUPTION OF SERVICE:** Seller shall not be liable to Customer or other party for failure to supply Propane or for any delay, loss or damage, or any failure to perform this Agreement due to any of the following "force majeure" conditions: flood, fire, adverse weather or environmental condition, explosion, power blackout, strike, labor dispute, embargo, inability to obtain sufficient or suitable materials, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control.

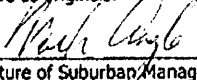
9. **NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

10. **SUCCESSORS; ASSIGNMENT; NOTICES:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Seller also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and mailed postage prepaid (certified mail for termination notices) to the respective address set forth above.

11. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction of Suburban's address set forth above. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change prices and Fees at any time, this Agreement may only be waived or amended by a writing executed by both parties. Any Addendum to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated in such Addendum.

12. **CUSTOMER'S CREDIT CHECK AUTHORIZATION AND REPRESENTATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

SUBURBAN By: 
Signature of Suburban Manager (see Instructions)

MARK ANGLE, CSC MANAGER
Print Name and Title

CUSTOMER: 
Signature of Customer

DERRY TOWNSHIP SCHOOL DISTRICT
Print Customer's Name
Kathy L. Sicher

Suburban Safety Tips for Cylinder Dock Sales - Trades

READ AND PROVIDE THIS IMPORTANT SAFETY INFORMATION TO ALL END USERS!

Llame 1-888-223-0029 para información sobre los avisos de seguridad en español

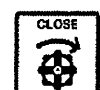
WHAT IS PROPANE?

Propane (also called LPG-Liquefied Petroleum Gas or LP-Gas) is a liquid fuel stored under pressure. In most systems, propane is vaporized to a gas before it leaves the tank. Propane is highly flammable when mixed with air (oxygen) and can be ignited by many sources, including open flames, smoking materials, electrical sparks, and static electricity. Severe "freeze burn" or frostbite can result if propane liquid comes in contact with your skin.



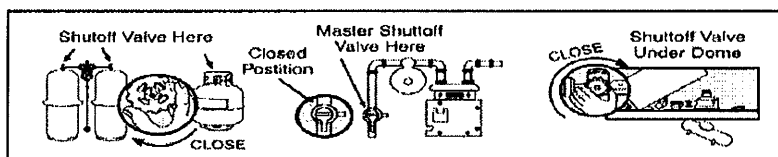
IF YOU SMELL, HEAR OR SEE GAS

1. **NO FLAMES OR SPARKS!** Immediately put out all smoking materials and other open flames. Do not operate lights, appliances, telephones, or cell phones. Flames or sparks from these sources can trigger an explosion or fire.
2. **LEAVE THE AREA IMMEDIATELY!** Get everyone out of the building or area where you suspect gas is leaking.
3. **SHUT OFF THE GAS.** Turn off the main gas supply valve on the propane tank if it is safe to do so. To close the valve, turn it to the right (clockwise).
4. **REPORT THE LEAK.** From a location away from the gas leak, call 911 or your local fire department.
5. **DO NOT RETURN TO THE BUILDING OR AREA** until responders determine that it is safe to do so.
6. **GET THE SYSTEM CHECKED.** Before you attempt to use any propane equipment, have a qualified service technician inspect the entire system to ensure it is leak-free, and call Suburban to check all Suburban-owned equipment.



EQUIPMENT AWARENESS

KNOW HOW TO SHUT OFF THE GAS SUPPLY. Know where the gas supply shutoff valve to the premises valve is located. Tank and cylinder valves must be turned to the right (in a clockwise direction) to stop the flow of gas.



CHECK THE SYSTEM REGULARLY. Regulators must be protected so their operation will not be affected by the elements (freezing rain, sleet, snow, ice, mud or debris). Regulator vent should be pointed down. Do not create building openings or place sources of ignition within the area of propane equipment.

MANUFACTURER'S INSTRUCTIONS. Keep and comply with manufacturer's operating and maintenance instructions. Contact the equipment manufacturer for replacement instructions, if needed. Read and carefully follow the guidance set forth the manufacturers equipment used with cylinders being transported.

MAKE SURE BUILDING OPENINGS ARE NOT CREATED AND SOURCES OF IGNITION ARE NOT SITUATED WITHIN THE AREA OF PROPANE TANKS, REGULATORS, METERS AND OTHER PROPANE EQUIPMENT.



HIGHWAY TRANSPORTATION OF DOT CYLINDERS:

- Persons who transport propane shall be trained in proper handling procedures. Training shall be documented and refresher training provided every 3 years unless otherwise required by the authority having jurisdiction.
- Individual cylinders must have propane capacity less than 420 lbs.
- Cylinder valves shall comply with the following:
 - Valves of cylinders shall be protected with either a ventilated cap or a ventilated collar. Screw-on-type protecting caps or collars shall be secured in place.
 - Valve outlets on cylinders of 45 lbs propane capacity or less shall be equipped with a redundant pressure-tight seal or a listed quick-connect coupling. Where seals are used, they shall be in place whenever the cylinder is not connected for use.
- The cargo space of the vehicle shall be isolated from the driver's compartment, the engine, and its exhaust system. Open-bodied vehicles shall be considered to be in compliance with this provision.
 - Closed-bodied vehicles having separate cargo, driver, and engine compartments shall also be considered to be in compliance with this provision.
 - Closed-bodied vehicles such as passenger cars, vans, and station wagons shall not be used for transporting more than 90 lbs aggregate propane capacity, and not more than 45 lbs propane capacity per cylinder unless the driver and engine compartments are separated from the cargo space by a vapor-tight partition that contains no means of access to the cargo space.
- Cylinders and valves shall be determined to be leak-free before being loaded into vehicles.
- Cylinders shall be loaded into vehicles with flat floors or equipped with racks for holding cylinders.
- Cylinders shall be fastened in position to minimize the possibility of movement, tipping, and physical damage.
- Cylinders being transported by vehicles shall be positioned in accordance with the table below:

Orientation of Cylinders on Vehicles		
Capacity of cylinder (lbs)	Open Vehicles	Enclosed Spaces of Vehicles
less than or equal to 45	Any position	N/A
Greater than 45	Relief valve in communication with the Vapor Space of the cylinder	N/A
Less than or equal to 4.2	N/A	Any position
Greater than 4.2	N/A	Relief valve in communication with the Vapor Space of the cylinder

- Vehicles transporting cylinders where the total weight is more than 1000 lbs, including the weight of the LP-Gas and the cylinders, shall be placarded as required by DOT regulations and/or state law.
- When being transported, cylinders shall be marked and labeled in accordance with DOT regulations 49 CFR.

TRANSPORTATION OF ASME TANK(S)

Only Suburban personnel may transport ASME tanks. Contact your local Customer Service Center for coordination of ASME tank moves.



CHECKING FOR LEAKS:

After assembly of cylinder(s) and outdoor equipment, piping and hose assembly, entire system (including hose) shall be tested and proven free of leaks. Test for leaks at the cylinder service valve connection after every cylinder change out. Use non-corrosive leak detection fluid. Do not use matches. Follow NFPA 54 regulations for Pressure and Leak Check requirements on systems other than Construction Site or Trade uses.



DOT CYLINDER STORAGE:

LOCATION GENERAL

- Cylinders in storage shall be located to minimize exposure to excessive temperature rises, physical damage and/or tampering.
- Cylinders in storage shall be positioned so that the pressure relief valve is in direct communication with the vapor space of the cylinder.
- Cylinders shall not be stored on roofs.
- Cylinders shall not be stored indoors

LOCATION OUTSIDE OF BUILDINGS

Cylinders awaiting use shall be stored outside of buildings, as follows:

- At least 5 ft from any doorway or opening in a building frequented by the public where occupants have at least two means of egress as defined by NFPA 101, Life Safety Code.
- At least 10 ft from any doorway or opening in a building or sections of a building that has only one means of egress.
- At least 20 ft from any automotive service station fuel dispenser.
- Distances from cylinders in outdoor storage and exposures shall be in accordance the following table:

Distances from Cylinders in Outdoor Storage and Exposures			
Quantity of LP Gas Stored (lb.)	Horizontal distance to Exposure* (ft)		
	1* and 2*	3* and 4*	5*
<or = 720	0	0	5
721 to 2500	0	10	10
2501 to 6000	10	10	10
6001 to 10,000	20	20	20
> 10,000	25	25	25

Exposure Description*

- 1 – Nearest Important building or group of buildings
- 2 – Line of adjoining property that can be built upon
- 3- Busy thoroughfare or sidewalks on other than private property
- 4 – Line or adjoining property occupied by schools, churches, hospitals, athletic fields, or other points of public gathering
- 5 – Dispensing station

- Where LP-Gas and one or more other compressed gases are to be stored or used in the same area, the propane cylinders shall be marked "Flammable" and either "LP-GAS" or "Propane" or shall be marked in accordance with the requirements of DOT regulations, 49 CFR.

PROTECTION OF CYLINDERS

Cylinders at a location open to the public shall be protected by either of the following:

- An enclosure in accordance with at least a 6 ft high industrial-type fence, chain link fence, or equivalent protection.
 - There shall be at least two means of emergency egress from the enclosure except as follows:
 - The fenced or otherwise enclosed area is not over 100 sq ft.
 - Containers are not filled within the enclosure.
 - Clearance of at least a 3 ft path to the point of egress.
 - Fencing shall not be required where devices are provided that can be locked in place and prevent unauthorized operation of valves, equipment, and appurtenances.
- A lockable ventilated enclosure of metal exterior construction.

PROTECTION AGAINST VEHICLE IMPACT

Cylinders in storage must be protected from vehicle impact. Examples of such protection could be the following:

- Guard rails
- Steel bollards
- Raised sidewalks

Where the provisions above are impractical at construction sites or at buildings or structures undergoing major renovation or repairs, alternative storage of cylinders shall be acceptable to the authority having jurisdiction.

PROTECTION OF VALVES ON CYLINDERS IN STORAGE

Cylinder valves shall be protected as follows:

- Cylinders of 420 lbs propane capacity or less shall incorporate protection against physical damage to cylinder appurtenances and immediate connections to such appurtenances when not in use by either of the following means:
 - A ventilated cap
 - A ventilated collar
- Valve outlets on cylinders of 45 lbs propane capacity or less shall be equipped with a redundant pressure-tight seal or a listed quick-connect coupling. Where seals are used, they shall be in place whenever the cylinder is not connected for use.
- Screw-on-type caps or collars shall be in place on all cylinders stored, regardless of whether they are full, partially full, or empty, and cylinder outlet valves shall be closed.



FIRE PROTECTION

- DOT cylinder storage locations, where the aggregate quantity of propane stored is in excess of 720 lbs, shall be provided with at least one approved portable fire extinguisher having a minimum capacity of 18 lbs dry chemical with B:C rating.
- The required fire extinguisher shall be located no more than 50 ft from the storage location.
- LP-Gas fires shall not be extinguished until the source of the burning gas has been shut off.



CAN YOU SMELL IT?

Propane smells like rotten eggs, a skunk's spray, or a dead animal. Some people may have difficulty smelling propane due to their age (older people have a less sensitive sense of smell); a medical condition; or the effects of medication, alcohol, tobacco, or drugs. Consider purchasing a propane gas detector as an additional measure of security.



ODOR FADE is an unintended reduction in the concentration of the odor of propane, making it more difficult to smell. Although rare, several situations can cause odor fade such as the presence of air, water or rust in a propane container, the passage of leaking propane through soil and exposure to building materials, masonry or fabrics. **Since there is a possibility of odor fade or problems with your sense of smell, you should respond immediately to even a faint odor of gas.**



PROPANE GAS DETECTORS ARE RECOMMENDED

Propane gas detectors sound an alarm if propane is detected in the air. Suburban recommends the installation of UL-listed propane gas detectors in basements and where recommended by the manufacturer to provide an additional warning of the presence of propane. They can provide an additional measure of security in structures with little-used areas and for individuals who have difficulty smelling propane.



GUIDELINES regarding propane gas detectors:

- Install units that are listed by Underwriters Laboratories (UL).
- Follow the manufacturer's instructions regarding installation and maintenance.
- Never ignore the smell of propane, even if no detector is sounding an alarm.



CARBON MONOXIDE AND YOUR SAFETY

WHAT IS CARBON MONOXIDE (CO)?

You can't taste or smell CO, but it is a very dangerous gas, produced when any fuel burns. High levels of CO can come from appliances that are not operating correctly, or from a venting system or chimney that becomes blocked.

CO CAN BE DEADLY! High levels of CO can make you dizzy or sick (see below). In extreme cases, CO can cause brain damage or death.

Symptoms of CO poisoning include:

- Headache
- Shortness of breath
- Fatigue
- Dizziness
- Nausea

IF YOU SUSPECT CO IS PRESENT, ACT IMMEDIATELY!



1. If you or any individual shows physical symptoms of CO poisoning, get everyone out of the building and call 911 or your local fire department.

2. If it is safe to do so, open windows to allow entry of fresh air, and turn off any appliances you suspect may be releasing CO.



3. If no one has symptoms, but you suspect that CO is present, call Suburban or a qualified service technician.

TO HELP REDUCE THE RISK OF CO POISONING:

- Have a qualified service technician check the propane equipment annually.
- Consider installing UL-listed CO detectors.
- Never use a gas oven or range-top burners to provide space heating.
- Never use portable heaters indoors unless they are designed and approved for indoor use.
- Never use a barbecue grill (propane or charcoal) indoors.

SIGNS OF IMPROPER APPLIANCE OPERATION THAT CAN GENERATE HIGH CO LEVELS:

- Sooting, especially on appliances and vents.
- Unfamiliar or burning odor.
- Increased moisture inside of windows.



LIGHTING PILOT LIGHTS

IF A PILOT LIGHT REPEATEDLY GOES OUT or is very difficult to light, there may be a safety problem. **DO NOT** try to fix the problem yourself. It is strongly recommended that only a **QUALIFIED SERVICE TECHNICIAN** light any pilot light that has gone out.

YOU ARE TAKING THE RISK of starting a fire or an explosion if you light a pilot light yourself. Carefully follow all of the manufacturer's instructions and warnings concerning the appliance before attempting to light the pilot.



APPLIANCE MAINTENANCE



LEAVE IT TO THE EXPERTS. Only a qualified service technician has the training to install, inspect, service, maintain, and repair propane equipment.

DO NOT TRY TO MODIFY OR REPAIR valves, regulators, connectors, controls, or other appliance and cylinder/tank parts. Doing so creates the risk of a gas leak that can result in property damage, serious injury, or death.



FLAMMABLE VAPORS ARE A SAFETY HAZARD. The pilot light on a propane appliance can ignite vapors from gasoline, paint thinners, and other flammable liquids. Be sure to store flammable liquids outdoors or in an area of the building containing no propane appliances.



DON'T RISK IT! If you cannot operate any part of the propane system, or if you think an appliance or other device is not working right, call a qualified service technician for assistance.



BE PREPARED FOR WEATHER-RELATED AND OTHER EMERGENCIES

FLOODING – If a flood is predicted for your area or gas-fired appliance(s) or equipment has been submerged due to flooding:

- **Turn off the gas** valve at the container or cylinder.
- **DO NOT** turn the gas back on until a qualified service technician has checked the system.

HEAVY SNOW OR ICE – Heavy accumulations of snow or ice falling from roof eaves on regulators, piping, tubing and valves may cause damage that could result in a gas leak. Regulator vents must remain clear of snow and ice to operate properly. Check the regulator vents on the propane system to be sure they are free of condensation, which if frozen, could cause a malfunction. If a regulator vent is clogged with ice or snow, contact Suburban immediately. Appliance vents, chimneys and flues must be kept clear of snow and ice so appliances may vent properly, especially on roofs of mobile homes. For installations in areas of heavy snowfall, arrange for the protection of piping, regulators, meters and other equipment installed in the piping system from the forces of accumulated snow or ice. A protective cover or structure may be an appropriate form of protection in some circumstances, and is required in some jurisdictions. Contact your local building or fire official for guidance.

When removing snow:

- Use care around tanks, piping, tubing, valves, regulators and other equipment to prevent damage
- Use a broom instead of a shovel.
- Do not shovel snow from roofs onto propane equipment. The weight of the snow/ice/icicle could damage propane equipment causing a leak.

KNOW WHERE UNDERGROUND GAS LINES AND TANKS ARE LOCATED on your construction site to avoid damaging them when digging or working.



FURTHER PROPANE SAFETY INFORMATION

We urge you to visit www.suburbanpropane.com for Consumer Safety Information prepared by the Propane Education & Research Council (PERC). Pamphlets called "Important Propane Safety information for You and Your Family," "Important Propane Safety Information for Users of Small Cylinders" (including cylinder transportation, storage and inspection procedures), an expansive "Propane Safety" booklet, weather/natural disaster information, and a Propane Safety Data Sheet (SDS) may be read and downloaded online. These documents are also available free of charge by calling Suburban at 1-888-223-0029 or PERC pamphlets containing a Scratch and Sniff Test of propane odor can be purchased at 1-866-905-1075 or www.propanecatalog.com.



Trane U.S. Inc.
3909 TecPort Drive
Harrisburg, PA 17111
Phone: (717) 561-5400
Fax: (717) 561-5499

August 10, 2020

Derry Township School District
30 East Granada Avenue
HERSHEY, PA 17033

ATTENTION: Mr. Mark Anderson

PROJECT NAME: Derry Township SD Mechanical IAQ Assessment

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

EQUIPMENT LIST

High School

Gym East RTAHU 1B
Gym West RTAHU 2B
Auditorium RTAHU-1A
Auditorium RTAHU-2A
Auditorium RTAHU-3A
Café West RTAHU-1C
Café East RTAHU-2C
Admin RTU-1A
Admin RTU-2A
Library RTU-4A

Middle School

Library ERU-01
Cafeteria RTAHU-1
Cafeteria RTAHU-2
Teacher's Lounge RTAHU-3
Gym South RTU-1
Gym North RTU-2
Main Office RTU-8
Auditorium East AHU
Auditorium West AHU

Elementary School

Gym East RTU-1A
Gym West RTU-1B
Kitchen AHU-11
Multipurpose AHU-8A
Multipurpose AHU-8E
Office AHU-1
Office AHU-2
Café East RTU-10
Café West RTU-7
Library RTU-3

Early Childhood Center

Cafeteria AHU-1
1st Floor VAV AHU-2
Kitchen AHU-3
2nd Floor VAVRTU-1
Gym RTU-2

SCOPE OF SERVICE

Trane shall provide an IAQ assessment of the (37) units listed below. This assessment shall consist of an onsite review of the operating conditions of each unit. A comprehensive report including photographs and system upgrade recommendations shall be provided

The Trane campus automation system will continuously monitor the space temperature, pressure and OA damper positions where applicable.

Alarms will be set to alert the appropriate staff when temperatures or damper positions are outside the pre-determined parameters.

This will happen 24/7 and every month Trane will review the previous months historical data with Derry Twp Administrators. Trane techs will implement changes to the space temperature, pressure, exhaust fan and OA damper position as required by CDC guidelines. Any areas found to be deficient will be addressed with the school district as the issue arises.

Please keep in mind that the addition of large amounts of OA air directly impacts the space temperature and relative humidity therefore the various parameters will need to be adjusted by Trane on an ongoing basis. Additional devices and strategies for control will be advised to the district as part of our assessment.

To our knowledge, the district has no active dehumidification control for their HVAC system or outside of MERV 8-13 filters.

The relative humidity is controlled passively according to the space temperature, once the space temperature satisfies, there is no way to actively control relative humidity.

Our initial strategy is to dilute the air with as much outside air as we can bring in while still maintaining the space temperature and relative humidity**. Where Relative humidity sensors do not exist, Trane will suggest installing relative humidity sensors. This will be included in the capital improvements recommendations.

As part of our initial strategy, the buildings pressure will be maintained in a slightly positive fashion so that we are constantly discharging air to the atmosphere as well as insuring our exhaust systems are active in conjunction with our outside air. This ensures that we get true dilution of outside air into the space as well as air changes (replacement of the volume of air in the space).

The goal of the monitoring is to maintain the space temperature and humidity to 72 degrees and 40-60% relative humidity. A cool drier environment as described in these set-points, is what is currently being recommended by the CDC to slow the spread of COVID-19. Active control systems such as varying levels of filtration, UV lights and active de-humidification will be part of the recommendations made after the equipment inspection. Our goal is to bring back as much information as possible regarding your mechanical HVAC equipment in items working well and items that can be improved, so that we can help ensure a healthy and safe environment for the students and faculty. This continuous monitoring and HVAC mechanical assessment will give the district the information it needs to effectively make decisions.

A one year Indoor Air Quality Performance review shall be conducted including performance monitoring and operational modification to include:

- Increased outside air in specified equipment.
- Space temperature monitoring
- Disable Demand control ventilation
- Enable Exhaust fans in conjunction with outside air intake to increase air change rates
- System Performance monitoring to ensure equipment operation.
- Monthly report out of system performance and findings for 1 year.

PRICING AND ACCEPTANCE**TOTAL PRICE:.....65,293.00 USD****CLARIFICATIONS**

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from August 10, 2020.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Matt Kressley/Lori Findley
Account Managers
Cell: (717) 756-8310/(717) 514-0567

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

DocuSigned by:

Kathy L. Sicher

90346847C58C4BF

Authorized Representative

Kathy Sicher

Printed Name

School Board President

Title

Purchase Order

August 10, 2020

Acceptance Date

Trane's License Number:

TERMS AND CONDITIONS – QUOTED SERVICE**“Company” shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure; (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



AGREEMENT FOR SERVICES

AGREEMENT made this **30TH day of July 2020** by and between **Mobile Health Medical Services, P.C.**, a New York professional corporation, with its principal place of business located at 229 West 36th Street, 10th Floor, New York, New York 10018 (hereinafter referred to as "Mobile Health") **Derry Township School District** with its principal place of business located at **30 E. Granada Ave., P.O. Box 898 Hershey, PA 17033** (hereinafter referred to as the "Client").

WHEREAS, Mobile Health provides occupations health and employee screening services;
and

WHEREAS, the Client seeks to retain the services of Mobile Health;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the parties intend to be legally bound as follows:

1. **SERVICES TO BE PROVIDED.** Mobile Health agrees to provide and the Client agrees to purchase the services as described in Schedule 1 attached hereto and made a part hereof (the "Services"). If Client wishes to engage Mobile Health to provide other services, Schedule 1 may be supplemented by additional service orders ("Service Orders") signed by both parties. This Agreement shall also apply to all Service Orders. Mobile Health may subcontract some or all of the Services to third parties with the prior permission of Client.
2. **RESPONSIBILITIES OF CLIENT.** Client will provide such assistance, cooperation and resources as may be necessary for Mobile Health to provide the Services. Client acknowledges that its failure to do so may adversely affect Mobile Health's ability to perform the Services, and that in such event, Mobile Health will not be responsible for any resulting delay.
3. **FEES AND PAYMENT TERMS.**

(a) Fees. Client shall pay Mobile Health the fees set forth for the services in accordance with Schedule 1 and any applicable Service Order. The fees shown in Schedule 1 are for the Initial Term of the Agreement and are subject to change thereafter or in accordance with section 3(c) of this Agreement.

(b) Payment Terms. Client agrees to make payment for services detailed in Schedule 1 and any applicable Service Orders Client agrees to promptly pay all invoices submitted by Mobile Health. In the event Client fails to pay an invoice within thirty (30) days following receipt, Mobile Health reserves the right to suspend Services to the Client and/or impose a one and one half percent (1 and ½%) late fee per month for unpaid balances. Client is responsible for any collection agency and legal fees.

(c) Material Costs. In the event of a price increase of material goods used by Mobile Health in the delivery of services outlined in Schedule 1 and any applicable Service Orders, Client pricing shall be

reasonably adjusted based on actual price increases at Mobile Health's discretion. Mobile Health shall notify Client within at least fifteen (15) days, in writing, of any price adjustments.

4. **TERM AND TERMINATION.** This Agreement will begin **30th day of July 2020** and continue in full force and effect until **29th day of July 2021**, ("Initial Term") and will automatically renew for one (1) year periods thereafter, ("Extension Terms") unless either the Initial or Extension Terms are terminated in accordance with the provisions of the Section 4.
 - (a) Termination Upon Bankruptcy. If either party becomes subject to any bankruptcy law and/or if the business of either party is placed in the hands of a receiver, or trustee in bankruptcy, whether by voluntary act of such party or otherwise, the other party will have the right to terminate this Agreement, effective immediately and without notice.
 - (b) Termination Upon Insolvency. If either party becomes insolvent or admits its inability to pay its debts generally as they become due, the other party will have the right to terminate this Agreement, effective immediately and without notice. If either party becomes insolvent or admits its inability to pay its debts generally as they become due, the other party will have the right to terminate this Agreement, effective immediately and without notice.
 - (c) Termination Upon Breach. Except as otherwise expressly provided in this Agreement, if a material breach of this Agreement occurs, the injured party shall provide the other party with written notice of this breach. If this breach is not cured within thirty (30) days, or ten (10) days in the event of non-payment by Client, of the receipt of written notice, the injured party will have the right to terminate this Agreement immediately at the conclusion of the notice period, unless the breach is of a nature that cannot be cured. In the event of such termination, neither party will be relieved of any obligations incurred prior to termination and each party will have any and all rights and remedies available at law or equity.
 - (d) Termination for Convenience. Either party may voluntarily terminate this Agreement with sixty (60) days written notice to the other party. Client is responsible to pay Mobile Health for all services rendered up until the date of termination.
 - (e) Termination Based on Legal Events. Notwithstanding any other provision of this Agreement, if the governmental agencies which administer the Medicare, Medicaid or other federally funded programs, or any other federal, state or local governmental agency, any court or administrative tribunal, or any professional association with jurisdiction over either party passes or promulgates any new law, rule, regulation, standard, interpretation, order, decision or judgment, including, but not limited to, those relating to any regulations pursuant to federal or state anti-kickback or self-referral statutes (collectively and individually, the "Legal Event"), which, in the reasonable interpretation and judgment of counsel for either party causes either party to be in material violation of applicable statutes, regulations or rules, or in risk of prosecution due to the continued performance of this Agreement or any provision hereof (collectively and individually, the "Adverse Result"), the adversely affected party has the right to notify the other party of its intent to terminate this Agreement effective in thirty (30) days from the date written notice is provided. During said thirty-day period, the parties will negotiate, in good faith, to amend

this Agreement to eliminate the Adverse Result without affecting either party's rights in any material way. In the event that the parties are unable to re-negotiate this Agreement to eliminate the Adverse Result without affecting either party's rights in any material way, this Agreement will terminate upon the expiration of said thirty-day period; provided, however, if this Agreement can be amended such that the Adverse Result is eliminated and the interests, rights and duties of each of the parties under this Agreement are not adversely affected in a material way, the parties shall effectuate such amendment and the Agreement will not terminate.

- (f) Return of Information. Following the expiration or termination of this Agreement, except as otherwise set forth herein, each party will return to the other all proprietary and Confidential Information, as defined herein, of the other party, in whatever form (hard copy, electronic or other form) maintained and will not retain any copies of this information.
- (g) Surviving Obligations. Obligations under the following provisions will survive the termination or expiration of this Agreement: 3, 4(d), 6, 7, 8, 9, 10, 13, 14 and 17.

5. REPRESENTATIONS AND WARRANTIES

- (a) Client represents and warrants that (i) it has the power and authority to enter in to this Agreement and to fully perform its obligations hereunder, (ii) this Agreement has been executed by its duly authorized representative, and (iii) it is under no contractual or other legal obligation that would interfere in any way with the full, prompt, and complete performance of its obligations pursuant to this Agreement
- (b) Mobile Health represents and warrants that it is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Mobile Health will be responsible for paying the payroll taxes and withholdings, employment taxes and workers compensation for its employees. The method and means of providing the Services under this Agreement will be under the exclusive control, management, and supervision of Mobile Health.
- (c) Client represents and warrants that it is solely and ultimately responsible for meeting all compliance requirements for individuals who receive the Services under this Agreement, and that Mobile Health assists the Client, but is not responsible for meeting compliance requirements.
- (d) Client acknowledges that Mobile Health is not a legal services firm, does not provide legal, business or tax advice and that the accuracy, completeness, adequacy or currency of any representations of Mobile Health with respect to legal, business or tax implications of Mobile Health's services is not warranted or guaranteed. Client acknowledges that Mobile Health's websites, representations and services are not substitutes for the advice or services of an attorney and that Client should consult a lawyer or other appropriate professional for all legal, business or tax advice

6. INDEMNIFICATION

- (a) Client Indemnity. To the maximum extent allowed by law, Client will indemnify, defend, and hold harmless Mobile Health and its shareholders, directors, officers,

employees, and agents (the "Mobile Health Indemnitees"), from and against any and all expenses (including reasonable attorneys' fees), judgments, fines, penalties, losses, claims, actions by any local, state or federal agency, damages, liabilities, interest incurred or amounts paid in settlement (where there is no admission or judicial finding of liability) (collectively referred to as "Claims"), that the Mobile Health Indemnitees may suffer or incur arising out of or in connection with: (a) Client's negligence, willful misconduct, or breach of any representation, warranty, or other obligation under this Agreement; (b) Client's clients or its or their employees or agents based on Services rendered in connection with this Agreement; (c) any personal injury (including death) or damage to property resulting from Client's or its clients' or its or their agents' acts or omissions; or (d) any law, regulation or other requirement relating to wages and/or benefits of any employee of Client under state law, federal law, local law or any other authority. The Mobile Health Indemnitees will give prompt notice of any Claim to the Client, and the Client will defend the Mobile Health Indemnitees at the Mobile Health Indemnitees' request. Mobile Health reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any Claim.

- (b) Mobile Health Indemnity. To the maximum extent allowed by law, Mobile Health will indemnify, defend, and hold harmless Client and its shareholders, directors, officers, employees, and agents (the "Client Indemnitees"), from and against any and all expenses (including reasonable attorneys' fees), judgments, fines, penalties, losses, claims, actions by any local, state or federal agency, damages, liabilities, interest incurred or amounts paid in settlement (where there is no admission or judicial finding of liability) (collectively referred to as "Claims"), that the Client Indemnitees may suffer or incur arising out of or in connection with: (a) Mobile Health's negligence, willful misconduct, or breach of any representation, warranty, or other obligation under this Agreement; (b) Mobile Health's clients (other than the Client) or its or their employees or agents based on Services rendered in connection with this Agreement; or (c) any personal injury (including death) or damage to property resulting from Mobile Health's or its clients' (other than the Client) or its or their agents' acts or omissions. The Client Indemnitees will give prompt notice of any Claim to Mobile Health, and Mobile Health will defend the Client Indemnitees at the Client Indemnitees' request. Mobile Health reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any Claim.
7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL MOBILE HEALTH BE LIABLE TO CLIENT FOR ANY DAMAGES OR OTHER LIABILITY ARISING OUT OF OR RELATING TO ANY LAW, REGULATION OR OTHER REQUIREMENT RELATING TO WAGES AND/OR BENEFITS OF ANY EMPLOYEE OF CLIENT UNDER STATE LAW, FEDERAL LAW, LOCAL LAW OR ANY OTHER AUTHORITY.

8. CONFIDENTIAL INFORMATION

- (a) Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means the information and documentation of a party that (1) has been marked "confidential" or with words of similar meaning at the time of disclosure by the entity disclosing the information; (2) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (3) with respect to information of a party, whether marked "confidential" or not, includes but is not limited to information regarding business plans (strategic and tactical) and business operations, information regarding administrative, financial, or marketing activities; pricing and fee information, personnel information, products and/or service offerings (including specifications and design), processes (e.g., technical and logistical), and any other information or data that would appear to a reasonably prudent person to contain proprietary or confidential information of a party, or any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (i) already in the possession of the receiving party without an obligation of confidentiality; (ii) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (iii) obtained from a source other than the disclosing party without an obligation of confidentiality; or (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party).
- (b) Obligation with Respect to Confidential Information. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- (c) Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person
- (d) Protected Health Information. Each party agrees to fully comply with the Health Insurance Portability and Accountability Act of 1996 and its associated regulations and, more specifically, in 45 C.F.R. §§ 160-164 (collectively referred to as ("HIPAA")), any applicable state privacy and/or security laws, any applicable implementing regulations and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment

Act of 2009 (the "HITECH Act"), and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of either party hereto. All Protected Health Information (as that term is defined in 45 C.F.R § 160.103) received from, or received, maintained, transmitted or created on behalf of, the parties in connection with the Services (collectively, "PHI") shall be subject to the business associate agreement ("BAA") between the parties attached to and incorporated into this Agreement as Exhibit A, which may be amended and/or restated from time to time by the parties. In the event of a conflict between this Agreement or any Service Order, on the one hand, and the BAA, on the other hand, relating to creation, receipt, maintenance or transmission of PHI, the terms and conditions of the BAA shall control.

9. **NON-SOLICITATION.** Client (including any person, firm, corporation or other entity with which Client is associated) agrees that it will not, during the Term or any Extension Term of this Agreement and for a period of two (2) years thereafter, directly or indirectly solicit, induce, or encourage any employee of Mobile Health to leave Mobile Health's employ.
10. **INJUNCTIVE RELIEF.** The parties acknowledge that a breach of the obligations set forth in Sections 8 or 9 would cause irreparable harm that cannot be remedied by the payment of monetary damages alone. Accordingly, the party alleging a breach of Section 8 or 9 will be entitled to preliminary and permanent injunctive relief and other equitable relief, without the posting of a bond.
11. **NO PHYSICIAN/PATIENT RELATIONSHIP.** This Agreement does not intend to establish a physician/patient relationship between Mobile Health and any individual for which the Client requests services.
12. **FORCE MAJEURE.** Neither party shall be liable for defaults or delays due to any causes (including but not limited to strikes, wars, acts of sabotage or terrorism, or natural disasters, acts of civil or military authorities, accidents, delays in carriers) that are beyond its control and that are not due to its fault or negligence. Each party shall notify the other in case of a force majeure occurrence within five (5) days after the beginning thereof. The time for performance will be extended for a period equal to the Force Majeure event, but in no event longer than thirty (30) days, and the party receiving notice may, by providing notice to the other party, extend the time for performance, or cancel all or any unperformed part, of this Agreement.
13. **SEVERABILITY.** In the event that any provision of this Agreement is subject to an interpretation under which it would be void or unenforceable, such provision will be construed so as to constitute it a valid and enforceable provision to the fullest extent possible, and in the event that cannot be so construed, it will, to that extent, be deemed deleted and separable from the other provisions of this Agreement, which will remain in full force and effect and will be construed to effectuate the purpose of this Agreement to the maximum legal extent.
14. **GOVERNING LAW AND VENUE.** This Agreement and performance hereunder shall be governed by and construed in accordance with the substantive laws of the State of New York, excluding its conflict of law rules. The venue for any judicial proceeding will lie exclusively in the state and federal courts of New York County, New York. Each of the parties hereby submits to the jurisdiction of such courts.

15. HEADINGS AND PRESUMPTIONS. The headings of the sections of this Agreement are provided for convenience only and may not be used to limit or construe the contents of this Agreement. As the Agreement is a negotiated agreement, no presumption against either party exists on the basis that it was responsible for preparing this Agreement or any part of it.
16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and which together will constitute one and the same agreement.
17. ASSIGNMENT. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except that, without such consent, (i) either party may assign and transfer its rights and obligations hereunder to any third party that succeeds to all or substantially all of its business and assets and assign its right to receive its payments hereunder and (ii) Mobile Health may subcontract its obligations as set forth above, provided that Mobile Health remains primarily liable to the Client. This Agreement will be binding upon and will inure to the benefit of Client and Mobile Health and their respective successors and permitted assigned.
18. NOTICE. Any and all notices or other communications or deliveries required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given for all purposes when hand delivered or sent by certified or registered mail (return receipt requested and postage paid), overnight mail or courier as follows:

If to Mobile Health:

Mobile Health
229 W. 36th St, 9FL
New York, NY 10018
FAX: 646-224-1150
ATTN: James Anderson
Chief Sales Officer

If to Client:

Derry Township School District
30 E. Granada Ave., P.O. Box 898 Hershey,
PA 17033
ATTN: Joseph McFarland
Superintendent

19. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of Mobile Health and Client and no third party beneficiary status shall be created with respect to any other entity or person
20. ENTIRE AGREEMENT. This Agreement and the attached Schedule(s), Exhibit(s) and any Service Orders, which are incorporated into this Agreement by reference, constitute the complete and exclusive understanding between the parties with respect to the subject matter hereof, superseding all prior negotiations, preliminary agreements, correspondence or understandings, written or oral. No waiver or modification of any provision of this Agreement will be binding unless in writing and signed by each of the parties. No waiver of a breach under this Agreement will be deemed to constitute a waiver of a further breach, whether of a similar or dissimilar nature.

DocuSigned by:
Derry Township School District:
Joseph McFarland
BY: _____
77D1CE448500499...
Signature
Joseph McFarland

Print
Superintendent

Title
7/30/2020 | 11:43 AM PDT

Date

DocuSigned by:
Mobile Health Medical Services P.C.:
James Anderson
BY: _____
285DB3D7D6F54C8...
Signature
James Anderson

Print
Chief Sales Officer

Title
7/30/2020 | 2:46 PM EDT

Date

Schedule 1

Fee for Service Pricing & Packages

The P.C. shall provide client with employment health assessments for its prospective workforce ("Candidates"). Client agrees to pay for individual services and bundled packages of services as listed in this Schedule. Any procedures scheduled by the client not explicitly identified in this Agreement, will be invoiced at the price identified at the time of scheduling. The components of the health assessment shall include:

Table 1 (KN94 Fit Testing Onsite Event):

KN95 Respirator Fit Test Onsite Price Break Down	
Price per test	\$85.00 *Online medical evaluation form *Upon completion – clearance card
Clinician hourly rate	\$100.00 ~ (2 Hr. Minimum)
Deposits due upfront	\$500.00 Security deposit – “ Non-refundable” if cancelled within 24 hrs. of test date. 50% of total event due before event – other 50% is due upon completion of event.

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** ("Agreement") is made effective as of the **30TH day of July 2020**, by and between **MOBILE HEALTH MEDICAL SERVICES, P.C.** ("Covered Entity") and Derry Township School District ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement and may continue to enter into agreements, either written or oral (each a "Services Agreement");

WHEREAS, in connection with the Services Agreement, Business Associate will receive, use, disclose, create, maintain and/or transmit Protected Health Information on behalf of Covered Entity; and

WHEREAS, Covered Entity and Business Associate wish to enter into this Agreement governing Business Associate's use and disclosure of Protected Health Information for the purpose of complying with the privacy and security requirements set forth in 45 C.F.R. Parts 160 through 164, as amended (the "Regulations"), issued by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). The Regulations, HIPAA and HITECH are hereinafter referred to collectively as the "Acts."

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein made, the parties agree as follows:

1. **Definitions.** Terms used in this Agreement not otherwise defined herein shall have the meanings ascribed to them in the Acts.
2. **Permitted Uses and Disclosures by Business Associate.** Business Associate may use or disclose Protected Health Information only for the following purposes:
 - 2.1 Business Associate may use or disclose Protected Health Information as permitted or required under the Services Agreement.
 - 2.2 Business Associate may use or disclose Protected Health Information, if necessary, for Business Associate's proper management and administration or to fulfill any present or future legal responsibilities of Business Associate; provided, however, that if Business Associate discloses Protected Health Information to a third party for such purpose, Business Associate shall (i) obtain reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to such person and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been Breached.
 - 2.3 Business Associate may use or disclose Protected Health Information as required by law.
3. **Limitations on Use and Disclosure.** Business Associate shall not use or disclose Protected Health Information, except as permitted by Section 2 hereof. Business Associate shall not use or disclose Protected Health Information received from, or created, maintained, received or

transmitted on behalf of, Covered Entity in a manner that would violate the Acts. Business Associate acknowledges and agrees that the requirements of the Acts that relate to privacy or security are applicable to Business Associate in the same manner that such requirements are applicable to Covered Entity. All such requirements are incorporated by reference into this Agreement.

4. **Safeguards.** Business Associate shall comply with the security standards at 45 C.F.R. Part 160 and 164 where applicable, and shall employ administrative, physical and technical safeguards to ensure that Protected Health Information is used and disclosed in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Business Associate shall comply with the security standards set forth in 45 C.F.R Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316
5. **Disclosure to Subcontractors.** In the event Business Associate discloses to any Subcontractors the Protected Health Information received from, or created, received, maintained or transmitted by Covered Entity, Business Associate shall obtain from each such Subcontractor an agreement in writing to be bound by the same restrictions and conditions regarding the use and disclosure of Protected Health Information as are applicable to Business Associate under this Agreement. Business Associate shall provide Covered Entity with copies of all such written agreements.
6. **Reporting and Mitigation of Improper Disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by, or in violation of, this Agreement of which Business Associate becomes aware. Business Associate shall fully cooperate with Covered Entity and make best efforts to mitigate, to the extent practicable, any harmful effects of any improper use or disclosure of Protected Health Information of which it becomes aware. Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of Business Associate required under this Section 6.
7. **Notification of Breach.** Business Associate shall notify Covered Entity of any Breach involving Covered Entity's Protected Health Information as soon as reasonably possible after Business Associate's discovery of the Breach, but in no event more than five (5) business days following discovery thereof. A Breach, for purposes of this Agreement, is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Business Associate shall provide Covered Entity with all information necessary for Covered Entity to comply with Covered Entity's obligations under the Acts and shall provide full cooperation to Covered Entity in connection with the investigation of the Breach and notification of affected individuals. Without limiting Covered Entity's remedies under Section 13 or any other provision of this Agreement, in the event of a Breach involving Protected Health Information maintained, transmitted, used or disclosed by Business Associate, Business Associate shall reimburse Covered Entity for the cost of providing any legally required notice to affected Individuals and the cost of credit monitoring for such Individuals to extent deemed necessary by Covered Entity in its reasonable discretion.
8. **Individual Rights.**
 - 8.1 Within three (3) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all Protected Health Information in Business

Associate's possession necessary for Covered Entity to provide Individuals or their representatives with access to or copies thereof in accordance with the Acts.

8.2 Within twenty (20) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all information and records in Business Associate's possession necessary for Covered Entity to provide Individuals or their representatives with an accounting of disclosures thereof in accordance with the Acts. Business Associate shall track and record all such disclosures to ensure compliance with this section

8.3 Within three (3) business days of a request by Covered Entity, Business Associate shall provide to Covered Entity all Protected Health Information in Business Associate's possession necessary for Covered Entity to respond to a request by an Individual to amend such Protected Health Information in accordance with the Acts. In the event that Covered Entity amends any Protected Health Information in its possession, a copy of which is also retained by Business Associate, Covered Entity shall promptly notify Business Associate of such amendment. Upon Covered Entity's request, Business Associate shall promptly incorporate any amendments to Protected Health Information made by Covered Entity into the information maintained by Business Associate.

8.4 Business Associate shall promptly comply with any restrictions on the uses of Protected Health Information agreed to by Covered Entity in accordance with the Acts immediately upon written notification by Covered Entity.

9. **Access by HHS and Covered Entity.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, available, without charge, to HHS or Covered Entity to enable HHS or Covered Entity to evaluate Business Associate's compliance with the Acts.

10. **Return of Protected Health Information.** Upon termination of this Agreement, Business Associate shall, if feasible, return or destroy (as directed by Covered Entity) all Protected Health Information received from, or created, received, maintained or transmitted by Business Associate to any of its Subcontractors on behalf of Covered Entity that Business Associate or any of its Subcontractors still maintains in any form, and Business Associate and its Subcontractors shall not retain copies of such information. If such return or destruction is not feasible, Business Associate shall provide notice to Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual agreement by the parties that such return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible. This provision shall also apply to Protected Health Information that is in the possession of Subcontractors of Business Associate.

11. Electronic Protected Health Information.

11.1 With respect to Protected Health Information maintained or transmitted by Business Associate in an electronic form, in addition to complying with the other terms of this Agreement, Business Associate shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information, (ii) ensure that any Subcontractor to whom Business Associate provides such information, agrees in writing to implement reasonable and appropriate safeguards and to comply with the Security Rule where applicable to protect such information, and comply with the other requirements of Section 2 above and (iii) promptly, but in no event more than three (3) business days after discovery, report to Covered Entity any Security Incident of which Business Associate becomes aware.

11.2 Both parties represent that in exchanging electronic data, they will comply with applicable provisions of the Acts concerning security and standard transactions, and specifically, neither party will (i) change the definition, data condition, or use of a data element or segment in a standard transaction; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the standard's implementation specification(s) or are not in the standard's implementation specification(s); or (iv) change the meaning or intent of the standard's implementation specifications.

12. Obligations of Covered Entity.

12.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices issued by Covered Entity pursuant to 45 C.F.R. § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

12.2 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, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12.3 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of such information.

13. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity and its affiliates from and against any claims, losses, expenses or other costs (including, but not limited to, reasonable attorneys' fees, compliance with applicable notice provisions and credit monitoring services) arising from or relating to (i) the breach of this Agreement by Business Associate or (ii) any violation of the Acts by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Services Agreement

14. Term and Termination.

14.1 The term of this Agreement shall be from the date hereof until termination of the Service Agreement.

14.2 Covered Entity is authorized to terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of this Agreement

Notwithstanding anything contained in the Services Agreement to the contrary, upon termination of this Agreement, the Services Agreement shall automatically terminate simultaneously therewith.

14.3 In the event Covered Entity becomes aware that Business Associate has engaged in a pattern of activity or practice that constitutes a material breach or violation of the terms of this Agreement, Covered Entity may request in writing that Business Associate cure the breach or violation if cure is possible. If the breach or violation is not cured within a reasonable time period specified by Covered Entity or if it is not possible to cure the breach or violation, Covered Entity may terminate this Agreement and the Services Agreement.

15. Miscellaneous.

15.1 Amendment. In the event Covered Entity becomes aware that Business Associate has engaged in a pattern of activity or practice that constitutes a material breach or violation of the terms of this Agreement, Covered Entity may request in writing that Business Associate cure the breach or violation if cure is possible. If the breach or violation is not cured within a reasonable time period specified by Covered Entity or if it is not possible to cure the breach or violation, Covered Entity may terminate this Agreement and the Services Agreement

15.2 No Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under the Acts. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

15.3 Survival. Business Associate's obligations under Sections 6, 8, 9 and 13 shall survive the termination of this Agreement for any reason.

15.4 Full Authority. Each party hereto represents and warrants to the other party that it has the legal power and authority to enter into and perform its obligations under this Agreement without violating the rights or obtaining the consent of any third party.

15.5 Independent Contractors. The relationship between the parties is solely that of independent contractors and this Agreement shall not create an agency, partnership, joint venture or employer/employee relationship. Nothing herein shall be deemed to authorize either party to act, represent or bind the other party except as expressly provided by this Agreement.

15.6 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Acts.

15.7 Successors and Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Any PDF or facsimile signatures to this Agreement shall be deemed original signatures to this Agreement.

15.9 Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

15.10 No Third Party Beneficiaries. None of the provisions of this Agreement is or shall be construed as for the benefit of or enforceable by any person or entity not a party to this Agreement.

15.11 Notice. Any and all notices or other communications or deliveries required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given for all purposes when hand delivered or sent by certified or registered mail (return receipt requested and postage paid), overnight mail or courier as follows:

If to Mobile Health:

Mobile Health
229 W. 36th St, 9FL
New York, NY 10018
FAX: 646-224-1150
ATTN: James Anderson
Chief Sales Officer

If to Client:

Derry Township School District
30 E. Granada Ave., P.O. Box 898 Hershey,
PA 17033
ATTN: Joseph McFarland
Superintendent

15.12 SEVERABILITY. If any portion of this Agreement is construed to be illegal, invalid or unenforceable, such portion shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other portions shall continue in full force and effect; provided that such resulting construction of the Agreement does not frustrate a material purpose of the Agreement

15.13 MISCELLANEOUS. The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 15.6 of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties.

15.14 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to the principles of conflicts of law embodied therein) applicable to contracts executed and performable in such state.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written above.

AGREED AND ACCEPTED:

Business Associate:

Derry Township School District

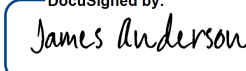
By:  DocuSigned by:
77D1CF448500499...

Name: Joseph McFarland

Title: Superintendent

Covered Entity:

Mobile Health Medical Services, P.C.

By:  DocuSigned by:
285DB3D7D6F54C8...

Name: James Anderson

Title: Chief Sales Officer



COMMERCIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of July 29, 2020 ("Agreement") by and between and Amrstrong Relocation, a Pennsylvania LLC ("Armstrong"), and Derry Township School District, a Pennsylvania ("School District") ("Client" or "you").

1. **DESCRIPTION OF SERVICES.** Armstrong agrees to provide you with services (collectively, the "Services") described in one or more of the documents identified below [check all that apply]:

- ☒ Statement of Work dated: 7/29/2020
☐ Proposal / Service Plan dated: 7/29/2020
☐ Other (Name / Describe): Describe Other

2. **PRICING.** The Services will be provided at the pricing stated in (check all that apply):

- ☐ Pricing Schedule (attached)
☒ Statement of Work or Proposal/Service Plan

3. **TERM.** The term of this Agreement shall commence on March 12, 2020 and shall end on the earlier of (a) completion of all aspects of the Statement of Work or Proposal/Service Plan referenced above, or (b) one (1) year after such effective date. The Agreement may also be terminated by either party as provided in this Agreement.

4. **CARGO LIABILITY OPTIONS.** In this Agreement, "Cargo" means any articles handled for you by Armstrong, whether on your site or as part of moving, storage, or other Services. **CHOOSE EITHER OPTION 1 OR OPTION 2 - YOU MAY NOT CHOOSE BOTH. IF NEITHER OPTION IS SELECTED, OPTION 1 WILL APPLY.**

☐ **OPTION 1 - CARRIER BASE LIABILITY (\$0.60/POUND PER ARTICLE).** Armstrong's liability for loss or damage to the Cargo shall be limited to the lesser of (a) \$0.60 per pound per article times the weight of the article or (b) the repair cost of the article. There is no additional charge for this liability protection.

☒ **OPTION 2 - REPLACEMENT VALUE PROTECTION (DECLARE REPLACEMENT VALUE BELOW).** Armstrong's liability for loss or damage to the Cargo shall be limited to the lesser of (a) the replacement cost of the article without depreciation up to the total declared value of the Cargo or (b) the repair cost of the article. The total declared value of the Cargo has been determined solely by Client and is \$ 200,000.00 ~~Insert Declared Value~~. Notwithstanding the total declared value of the Cargo set forth above, in no event may the total declared value of the Cargo exceed \$1,000,000 per conveyance while the Cargo is being transported or handled by Armstrong.

5. **ADDITIONAL CARGO LIABILITY MATTERS.**

- a. This liability limitation selected above shall apply to all articles of the Cargo at all times during the performance of moving services by Armstrong pursuant to this Agreement, including without limitation during disassembly, removal, transportation, warehousing, delivery, and reassembly. Notwithstanding any other provision of this Agreement or of any bill of lading issued thereunder, Client's sole and exclusive remedy against Armstrong for loss or damage to any of the Cargo shall be as described in this Section.

- b. All claims for damage or loss to any portion of the Cargo which has been delivered to and accepted in writing by Client shall be made in writing by Client and submitted to Armstrong within ten (10) days after the earliest to occur of (i) the date on which the Cargo was so delivered and accepted, or (ii) the date on which the units or other portions of the Cargo which should have contained the lost items of the Cargo were delivered to and accepted.
 - c. Risk of loss to the Cargo or any relevant portion thereof shall pass to Client as of the date and time when the Cargo or any relevant portion thereof has been delivered to and accepted in writing by Client and Armstrong shall have no further liability for loss or damage to the Cargo or any relevant portion thereof from and after such date and time.
 - d. Armstrong shall not be liable for loss, damage, or delay caused by or resulting from (i) an act, omission, or order of Client, (ii) defect or inherent vice of the article, including susceptibility to damage because of atmospheric or climatic conditions such as temperature and humidity changes, (iii) an event of Force Majeure, and (iv) loss or damage when Armstrong, after notice to Client of a potential risk of loss or damage to the Cargo from any of the foregoing causes, is instructed by Client to proceed with such services notwithstanding such risk.
 - e. Armstrong shall not be liable for (i) articles of extraordinary value which are not specifically listed and valued on an inventory signed by Armstrong and specifying the value of each item listed thereon, (ii) loss or damage to the contents or internal components of articles or the operation or functioning thereof, (iii) failure in operation or function of mechanical, electrical, or electronic articles or equipment, unless such failure is caused by negligence or willful misconduct of Armstrong, (iv) physical loss to shipments packed, loaded, or unloaded by Client, unless stolen or vehicle damage occurs, (v) damage liability to an item that has sustained no actual physical damage, (vi) damage to any particle board composition furniture, or (vii) damage to laptop computers, which will not be moved by Armstrong.
 - f. Client acknowledges that Armstrong has no ability or authority to adequately inspect or test the contents or internal components of any Cargo (including without limitation any mechanical, electrical, or electronic articles or equipment) and agrees that Armstrong shall not be liable for any loss or damage to the contents or internal components of any such Cargo or the operation or functioning thereof which is not accompanied by related external damage and that Armstrong shall be responsible only for reasonably apparent external damage to such Cargo (and related internal damage caused thereby) and then only to the extent provided in this Section. Armstrong shall have no liability for loss or damage to any of the information or data which is represented by, stored on, or contained in the Cargo, whether in printed or computer readable form.
6. **PAYMENT TERMS.** Deposit required in the amount of Insert Deposit Amount . Invoices for the balance will be submitted by Armstrong to you at the end of a phase or project, or on a monthly basis, as appropriate. Invoices shall be payable by you upon receipt. In the event that any undisputed invoice is not paid within thirty (30) days after the date of such invoice, such invoice will bear interest at the rate of one and one-half percent (1/2 %) per month or the highest rate permitted by law, whichever is less, until paid in full. You agree to notify Armstrong within the payment period of any dispute, to identify the disputed matter in detail, and to pay the undisputed amount within the payment period. You will be liable for all costs of collection, including court costs and reasonable attorney's fees, incurred by Armstrong in obtaining full payment of any invoice.
7. **ATTACHMENTS.** This Agreement includes the Pricing Schedule, the Statement of Work, Proposal or other document that describes the Services to be performed by Armstrong and attached to this Agreement as indicated above. All other documents or other oral or written communications are superseded by this Agreement. This Agreement may be amended only by a written document that is executed by both parties.

8. **NOTICES AND OTHER COMMUNICATIONS.** Any notice or other communication under this Agreement must be in writing and will be deemed given to a Party when it is delivered to or received by the Party at its mailing or street address or is sent by email or facsimile to the Party using its email address or facsimile number, respectively, in each case as follows:

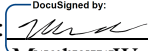
Armstrong Relocation Company
1074 East Main St.
Mount Joy, PA 17552
Attention: Matthew Wardecker
Email: mwardecker@goarmstrong.com
Fax: N/A

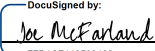
Derry Township School District
30 East Granada Avenue P.O. Box 898
Hershey, PA 17033
Attention: Mark Anderson
Email: manderson@hershey.k12.pa.us
Fax: N/A

9. **EXECUTION OF AGREEMENT.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by email or facsimile will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by email or facsimile will be deemed to be their original signatures for all purposes.

Armstrong Relocation Company, Pennsylvania

Derry Township School District

By: 
Matthew Wardecker
Commercial Account Executive

By: 
Joseph McFarland
Superintendent

WAREHOUSE RECEIPT AND STORAGE CONTRACT

Depositor's Name Mark Anderson
 Mailing Address 30 Wyomissing, PA East
 Granada Avenue, P.O. Box 898
 Hershey, PA 17033

Lot No Insert Lot No.

Warehouse Address: 1074 East Main St. Mount
 Joy, PA 17552

This WAREHOUSE RECEIPT AND STORAGE CONTRACT ("Warehouse Receipt") is entered into on Select Date, between Insert Armstrong Entity Name ("Armstrong"), and the above named depositor ("Depositor"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Engagement.** Depositor hereby engages Armstrong to store the goods and articles listed with particularity on an inventory listing executed by Armstrong and Depositor and incorporated into this Warehouse Receipt by this reference (collectively, including any goods or articles hereafter deposited by Depositor with Armstrong hereunder, the "Property") at the warehouse location specified above (the "Warehouse") or at any other location selected by Armstrong from time to time in its discretion, and Armstrong accepts such engagement. Depositor hereby tenders the Property for storage, and Armstrong hereby accepts such Property, subject to the terms and conditions set forth herein.

2. **Declared Value of Property: Insurance.** Armstrong does not possess, and shall not be charged with, knowledge of the Property, the contents of containers in which Property is packed or their condition. If Depositor does not declare a specified value and pay an additional valuation charge thereon or purchase third party insurance coverage as provided in clause (C) of this Section 2, then Depositor shall be deemed to agree that Armstrong's liability for damages not excluded or waived by Depositor under Section 3 hereof shall be limited to \$.60 per pound, per article of affected Property pursuant to clause (A) of this Section 2. If Depositor has elected Full Value Protection pursuant to clause (B) below, and in consideration of the additional charge paid by Depositor to Armstrong for such Full Valuation Protection, in the event of loss or damage not excluded or waived by Depositor under Section 3 hereof and for which Armstrong is liable hereunder, Armstrong will pay the lesser of the cost to repair or replace the article of Property, but in no event shall the total cost exceed the value specified by Depositor in clause (B) below. Depositor may also elect to purchase Third Party Insurance coverage from a third-party insurance company pursuant to clause (C) below.

- (A) **BASE LIABILITY.** Armstrong's liability for loss or damage to the Property shall be limited to the lesser of (a) \$.60 per pound per article times the weight of the article or (b) the repair cost of the article. There is no additional charge for this liability protection.

Signature _____ Date _____

- (B) **FULL VALUE PROTECTION. DECLARED VALUE MUST BE A MINIMUM OF \$ 6.00 / \$1,000.00 Valuation**

DocuSigned by: Joe McFarland 8/6/2020 200,000.00
 Signature _____ Date _____ Declared Value _____

- (C) **THIRD PARTY INSURANCE.** Armstrong will NOT INSURE the Property, and Armstrong's liability is limited to the extent set forth in this Warehouse Receipt. Depositor may obtain an insurance policy or coverage on the Property at its sole cost and expense, but in no event shall Armstrong provide insurance coverage with regard to the Property. However, Armstrong shall be entitled to the benefit of any insurance obtained by Depositor with respect to the Property when and if Depositor makes a claim for any alleged losses or damage to such insured Property. By signing below and in consideration of the insurance premium to be paid by Depositor for third party insurance, Depositor hereby elects to purchase insurance for the Property throughout the term of this Warehouse Receipt. However, nothing in this clause (C) shall in any way impair, restrict, limit, modify or otherwise alter the provisions of Section 3 hereof.

Signature _____ Date _____ Insured Value _____

3. **GENERAL RELEASE AND LIMITED LIABILITY OF ARMSTRONG.** Armstrong is not an insurer of the Property, and Depositor has been presented with the opportunity to purchase additional valuation coverage or an insurance policy on the Property pursuant to Section 2 of this Warehouse Receipt. Accordingly, to the fullest extent permitted by applicable law, Depositor hereby acknowledges and agrees that Armstrong shall not be liable for any claims, losses, demands, damages, actions, causes of action or suits, in equity or at law, whether now-existing or hereafter arising, fixed or contingent, foreseeable or unforeseeable, arising out of or in any way related to Armstrong's storage of the Property or this Warehouse Receipt, except as otherwise specifically provided in Section 2. Without limiting the generality of the foregoing, to the fullest extent permitted by applicable law, Armstrong shall have no liability to depositor or otherwise for any claims, losses, demands, damages, actions, causes of action or suits, in equity or at law, whether now existing or hereafter arising, fixed or contingent, foreseeable or unforeseeable, arising out of or in any way related to (i) the storage of the following types of property or (ii) any of the following circumstances: (A) any condition or damage due to any process not controlled by Armstrong, including ordinary wear and tear or deterioration or an inherent vice of the article, including susceptibility to changes in conditions such as temperature and humidity; (B) seizure, destruction or confiscation by customs or other government authority; (C) delays caused by strikes, lockouts, highway or bridge obstruction, breakdown of vehicles or equipment; (D) failure in operation or function of mechanical, electrical, or electronic articles or equipment or the internal components thereof, unless such failure is shown to be caused by the negligence of Armstrong; (E) the fragile nature of items, unless directly caused by Armstrong's damage to the outside of the carton that is professionally packed by Armstrong; (F) physical damages to shipments packed or loaded by Depositor, unless directly caused by Armstrong damaging the outside of the carton; (G) damage to particle board composition furniture or other items not designed by the manufacturer to be moved; (H) damage to laptop computers, which will not be moved by Armstrong; (I) loss or damage to any of the information or data which is represented by, stored on, or contained in the Cargo, whether in printed or computer readable form; (J) any other action that is beyond the reasonable control of Armstrong, including Acts of God such as earthquakes, hurricanes and tornadoes; or (K) actions taken by Armstrong at your direction after being advised of the risk of performance from any of the foregoing causes.

4. **Release of Property.** Depositor hereby instructs Armstrong to release all or any of the Property only to bearer or Insert Depositor Rep Name, or to order of bearer, which order must be given to Armstrong in writing.

5. **Time for Filing Claims.** Armstrong shall not be liable for the loss or destruction of, or damage to, the Property deposited hereunder, or any part thereof, unless Depositor makes a written claim with Armstrong, supported by a paid delivery bill, within thirty (30) days after the date on which Depositor takes or refuses delivery of the Property. Depositor may not institute any action or suit against Armstrong to recover any claimed loss or damage unless it commences such action or suit within one (1) year after the date of delivery of the Property by Armstrong or demand thereof is refused.

6. **Services to Stored Goods.** The services to be performed by Armstrong hereunder are limited to storage, packing, incidental moving and shipping, and Armstrong shall not be required to perform any additional services. If Armstrong, however, in its sole discretion determines that moth treating, fumigation, termite proofing, or otherwise treating or handling all or any portion of the Property is necessary or advisable, it may render such additional service and add its charges therefore to the amount payable hereunder by Depositor.

7. **Delivery of Property.** The Property or any portion thereof will be ready for delivery to Depositor or to any other specified person on Depositor's behalf upon five (5) working days' notice upon presentation of Depositor's executed direction, and provided that all charges then outstanding hereunder are fully paid before any of the Property is delivered to Depositor or Depositor's designee. When withdrawing the Property evidenced by the lot number referenced above, or any part thereof, Depositor will present this Warehouse Receipt and the inventory listing to Armstrong so that items may be marked off, receipted and signed for by Depositor or Depositor's designee. Armstrong shall impose a reasonable charge for unstoring and restoring the Property for partial delivery, and Depositor shall pay any such charge upon Armstrong's request.

8. **Access to Property; Required Notice.** Depositor shall provide Armstrong with 48 hours' prior before Depositor may receive access to or withdraw any of the Property, subject to availability of personnel and equipment and Armstrong's scheduled activities. Upon withdrawing all of the Property, Depositor shall surrender this Warehouse Receipt to Armstrong and pay all outstanding charges related to this account in cash or cashier's check and otherwise satisfy the requirements of Section 7 hereof prior to Armstrong's release of the Property.

9. **Refusal of Property.** In the event the Property is delivered at places where receipt thereof is refused or where no authorized person is present able or willing to receipt for all or



any of the Property, or whenever delivery or shipping orders are incomplete, Armstrong may use its discretion with reference to delivery of such Property, and delivery under those circumstances shall be at Depositor's risk and extra expense. Furthermore, Armstrong's responsibility shall cease with respect to any part of the Property that is delivered to a transportation company or other party designated to receive goods and is receipted thereby.

10. Correction of Errors. Unless written notice is given by Depositor to Armstrong within ten (10) days of the date of this Warehouse Receipt, the terms of this Warehouse Receipt will be deemed to be correct and the terms and conditions hereof accepted. If any Section, paragraph, clause or other provision of this Warehouse Receipt is found to be invalid or unenforceable for any reason, it shall not affect the remainder of this Warehouse Receipt, and this Warehouse Receipt shall be fully enforceable and shall govern the rights and responsibilities of the parties to the fullest permissible extent.

11. Termination of Storage. Armstrong reserves the right to terminate its storage of the Property at any time by giving Depositor thirty (30) days' notice of its intention to do so. Such notice shall be given by certified or registered mail at the address of Depositor specified above.

12. Transfer of Storage. Armstrong is not required to give notice to Depositor if it should desire to transfer the Property or any part thereof from the Warehouse and store such Property in any other depository operated by Armstrong. Armstrong may, without notice to Depositor, move the same, or any part thereof, from one location to another within a building. Unless all storage charges are paid in full, the transfer or reissuance of any documents issued hereunder, or of title of Property will not be recognized by Armstrong; nor will delivery be made to Depositor. Armstrong at its sole discretion shall decide whether Depositor's account is paid in full so as to permit such transfer, reissue or delivery. Any transfer of issued documents of title to the Property must be entered on the books of Armstrong. Until such instruction from Depositor are accepted by Armstrong, a transfer shall not be effected against Armstrong.

13. Change of Address. Notice of any kind whatsoever to be given to Depositor shall be sent to the address shown on the face of this Warehouse Receipt unless and until written notice of a change of address is given by Depositor to Armstrong and Armstrong acknowledges its receipt thereof. No other notice of any change of address shall be valid or binding against Armstrong.

14. Additions to Property. Any additional goods or other items hereafter delivered by Depositor to Armstrong for storage as a part of the Property while this Warehouse Receipt is outstanding shall be subject to the terms, limitations and conditions hereof.

15. Charges. Armstrong's charges for storage and other services are specified on Schedule I attached here to and incorporated by reference. Depositor shall pay one month's storage charge for any period of thirty days (30) or less during which any Property is stored hereunder, and Depositor shall pay three months' of aggregate storage charges in advance upon the execution of this Warehouse Receipt. Warehouse handling charges will be due for handling goods into storage from warehouse platforms and from storage to warehouse platforms. Charges also will be assessed for drayage to and from Armstrong's warehouse and the performance of other services hereunder.

16. Optional Packing Services. It is agreed that all rugs, mattresses, mirrors, pictures, china ware or other articles visible at time received, which may be subject to damage may, at the direction of Armstrong, be wrapped and cartoned, and Depositor will pay for any such services.

17. Terms of Payment. The payments for storage and other charges are due and payable on or prior to the day storage is commenced and on or before the beginning of each succeeding storage period as specified in Schedule I hereto. Charges for any other services or materials including, without limitation, cartage in and warehouse labor in and out, are due and payable upon Armstrong's presentation of a corresponding invoice.

18. No Specified Storage Conditions. Depositor and Armstrong acknowledge and agree that Armstrong will not store all or any of the Property in an air-conditioned area except as specifically agreed to in writing signed by Armstrong. Only the Property specifically identified as designated for air-conditioned storage on the inventory listing and for which Depositor pays an additional charge, is to be so stored. Furthermore, Armstrong's agreement to store any Property in an air-conditioned area shall not impair, restrict, modify or otherwise alter the provisions of Section 3 hereof.

19. Restrictions on Property. Depositor agrees to comply with Armstrong's standard storage rules and regulations regarding storage of the Property, unless otherwise agreed to by Armstrong in writing. Restrictions include: (i) any materials that are explosive, toxic, radioactive, create a fire hazard, or are otherwise illegal, dangerous, and unfit or unsafe to store or handle in an enclosed area; (ii) any regulated substances such as drugs, chemicals, radioactive materials, or other materials that are illegal to possess or require a specific permit; (iii) foodstuffs or other perishable products or organic material which may attract vermin or insects; (iv) lithium ion batteries or articles that contain lithium ion batteries with a Watt-hour rating of 160 or greater; (v) items of extraordinary value, such as artwork, money or negotiable instruments, jewelry, precious stones, or collections; (vi) items potentially or actually subject to mold damage. Armstrong reserves the right to open and inspect any Cargo tendered for storage and refuse acceptance of any Cargo which fail to comply with Armstrong's storage restrictions and guidelines. Depositor shall indemnify, hold harmless, and defend Armstrong and against any and all damages, liability, claims, losses, and expenses (including attorneys' fees) arising out of or resulting in any way from the breach by you of the provisions of this Section.

20. Forced Sale of Property. Depositor agreement that in the event charges shall at any time be in arrears, Armstrong may sell the Property at public or private sale, in accordance with the laws of the State or jurisdiction in which the Property is stored.

21. Default Interest. Depositor shall pay an interest charge on all delinquent unpaid storage and service charges and other balances outstanding for a period of thirty (30) days after they become due at a rate of one and one-half percent (1.5%) per month.

22. Storage and Related Service Charge Increase. Armstrong reserves the right to increase its storage and related service charges by providing Depositor with thirty (30) days' written notice of any such increase.

23. Indemnification. To the fullest extent permitted by applicable law, Depositor shall indemnify, protect and defend Armstrong, its officers, directors, employees, agents and owners from and against any and all claims, losses, demands, damages, actions, causes of action or suits, in law or in equity, arising out of or in any way related to this Warehouse Receipt, including without limitation, Armstrong's storage of the Property and its performance or any other services hereunder.

24. Binding Effect. This Warehouse Receipt shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, personal representatives, executors, administrators and assigns.

25. Warehouseman's Lien. Armstrong shall have a lien on and against the Property, whether now or hereafter deposited with Armstrong, and on all proceeds from the sale thereof, securing all charges, payments, and other amounts for which Depositor shall be liable to Armstrong hereunder, including without limitation claims for (i) monies advanced by Armstrong hereunder; (ii) storage, transportation, interest, labor and all other charges or expenses related to the Property or any part thereof; (iii) court costs, reasonable attorneys' fees and other legal expenses incurred by Armstrong as a result of any litigation in which Armstrong may be involved in connection with Depositor's failure to pay any charges due in connection with the storage of the Property; (iv) any and all other charges and expenses for notice and advertisement of sale of the Property upon any default; and (v) all costs, including court costs and reasonable attorneys' fees, arising in connection with the enforcement of Armstrong's lien hereunder or any controversy arising out of conflicting claims of ownership or any interpleader action arising from the bailment of the Property. All of the Property upon which Armstrong has a lien is subject to sale at public auction to satisfy any and all unpaid charges, including interest as hereinabove provided, together with all expenses reasonably incurred by Armstrong to preserve and sell the Property after notice to the Depositor and publication of the time and place of sale as well as any legal expenses, including reasonable attorneys' fees, which may be necessitated by such sale. The lien upon the Property shall also secure unpaid charges and expenses pertaining to property previously deposited with Armstrong, regardless of whether such property has been delivered by Armstrong to Depositor. Armstrong may at its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien. Armstrong shall have a further lien and may reserve other security interests in the Property to secure repayment of monies and interest thereon advanced to Depositor or on Depositor's account. Armstrong shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its warehousemen's lien pursuant to the appropriate provisions at the Uniform Commercial Code and other applicable law.

All of the Property is received and accepted by Armstrong upon the express representation by the Depositor that Depositor is lawfully possessed or and authorized to store the same. If Armstrong shall be made a party to any litigation in connection with the Property stored hereunder, Depositor shall pay all necessary costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Armstrong in connection with such litigation, and Armstrong is hereby expressly given an additional lien on the Property and related chattels to secure all such costs, expenses and attorneys' fees.

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS WAREHOUSE RECEIPT TO EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

DocuSigned by:

 7701CF448500499...
 Depositor

8/6/2020

Date

DocuSigned by:

 54D99087C5FE4F8...
 Representative of Matthew Wardecker

8/8/2020

Date

Schedule 1
Charges

Click or tap here to enter text.

**ADDENDUM TO
FIRST AMENDMENT TO AGREEMENT**

This ADDENDUM TO FIRST AMENDMENT TO AGREEMENT (“Addendum”), by and among THE PENNSYLVANIA STATE UNIVERSITY (“PENN STATE”), THE MILTON S. HERSHEY MEDICAL CENTER (“MSHMC”), THE DERRY TOWNSHIP SCHOOL DISTRICT (hereinafter referred to as “School District”), and PENN STATE HEALTH (hereinafter referred to as “PSH”), is entered and effective this 8th day of August, 2020.

RECITALS

WHEREAS, the parties entered into a First Amendment to Agreement dated April 27, 2020 (the “First Amendment”) regarding the tax exempt status of certain parcels of real estate situate in Derry Township, Dauphin County, as more fully identified in the First Amendment and referenced therein as the “Subject Property”; and

WHEREAS, the First Amendment extended the Term of a PILOT Agreement (“Agreement”) between the parties designating certain parcels as exempt and setting forth a payment in lieu of taxes to be paid to the School District; and

WHEREAS, in the list of the Subject Property in the First Amendment the Academic Support Building was considered part of Tax Parcel 24-029-020 and which it has been under the Agreement in the list of the Subject Property; and

WHEREAS, in a Subdivision Plan (“Plan”) recently submitted by Penn State and approved by the Township of Derry a new tax parcel for the Academic Support Building, (Lot 9 in the Plan) has now been designated by the Dauphin County Tax Assessment Office, which said new tax parcel is to be added to the list of Subject Property in the Agreement; and

WHEREAS, Penn State, MSHMC and PSH desire and the School District agrees by this Addendum that the Subject Property in the Agreement and First Amendment shall be as designated in this Addendum.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and made a part of this Addendum.
2. **Incorporation of First Amendment.** The First Amendment is incorporated herein and restated.
3. **Addendum to First Amendment/Revised Paragraph Two (2).** Paragraph two (2) of the First Amendment is deleted and instead shall state as follows:
 2. **Real Estate Subject to this Agreement.** This Agreement covers eight (8) parcels of real estate, identified as follows:
 - a. Tax Parcel No. 24-031-084 (Sipe Avenue)
 - b. Tax Parcel No. 24-051-052 (Bullfrog Valley Road)
 - c. Tax Parcel No. 24-029-020 (Governor Road)
 - d. Tax Parcel No. 24-029-029 (University Drive)
 - e. Tax Parcel No. 24-045-052 (Fishburn Road)

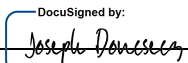
- f. Tax Parcel No. 24-045-104 (Fishburn Road)
- g. Tax Parcel No. 24-029-041 (Academic Support Building/Lot 9)
- h. This First Amendment also covers that Building and Land known as 660 Cherry Drive and formerly tax parcel 24-032-052.

(hereinafter all of the parcels listed are collectively referred to as the "Subject Property").

- 4. **Ratification.** In all other respects, the First Amendment, is hereby ratified and reaffirmed and shall continue in full force and effect in accordance with its terms.
- 5. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument. A photocopy, facsimile, or scanned copy of a signature on this Addendum shall have the same force and effect as an original ink signature.

IN WITNESS WHEREOF, the Parties hereto, each intending to be legally bound, have caused this Addendum to be executed on each of their respective behalf by its duly authorized representative as set forth below.

**THE PENNSYLVANIA STATE UNIVERSITY,
In its corporate capacity and as Trustee of
The Milton S. Hershey Medical Center**

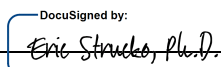
By:  _____
DocuSigned by:
1D66A6E49CE64BD...

Name: Joseph Doncsecz

Title: Associate Vice President Finance & Corporate Controller

Date: 8/13/2020

THE MILTON S. HERSHEY MEDICAL CENTER

By:  _____
DocuSigned by:
D3482C6710114E1...

Name: Eric Strucko, Ph.D.

Title: SVP CFO

Date: 8/13/2020

PENN STATE HEALTH

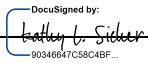
By:  _____
DocuSigned by:
3F6A12C380A1433...

Name: Paula Tinch

Title: SVP Finance & CFO

Date: 8/13/2020

THE DERRY TOWNSHIP SCHOOL DISTRICT

By: _____

Name: Kathy Sicher

Title: School Board President

Date: 8/12/2020

2020-2021 Music Department

Field Trip Information

Date	Event	Event Address	Departure Time/Building	Transportation Pickup Time	DTSD Transportation Requested	Building Code/Budget Line for Field Trip (if applicable)	Overnight Trip	Expense Description	Expenses
11/6/2020	ACDA-PA Sweet Soundations Honor Choir	Central Dauphin MS 4600 Locust Lane, Harrisburg, 17109	8:30 a.m. MS Cocoa Packs entrance (BUS)	ONE-WAY	1 BUS	10-1110-000-20-50-121-580/810			
11/17/2020	DCMEA County Orchestra Auditions	Central Dauphin MS 4600 Locust Lane, Harrisburg, 17109	5:30 p.m. Hershey MS	8:30 p.m.	1 BUS	10-1110-000-30-80-121-580			
11/20/2020	ACDA-PA BOYZ NOYZ Honor Choir	Cedar Cliff HS: 1301 Carlisle Rd, Camp Hill, PA 17011	8:00 a.m. (BUS)	ONE-WAY	1 BUS	10-1110-000-20-50-121-580/810			
12/5/2020	PMEA District 7 Band/Orchestra Auditions	Eastern York HS 720 Cool Creek Road, Wrightsville, 17368	6:15 a.m. HS	3:00 p.m.	1 BUS	10-1110-000-30-80-121-580		25 (\$7/Student + \$30 School Fee) = \$205	\$205
1/6/2021	DCMEA County Band Auditions/Snow date January 16	Bishop McDevitt HS: 1 Crusader Way, Harrisburg, PA 17111	4:00 p.m./MS	8:30 p.m.	1 BUS	10-1110-000-20/30-50/80-121-580/810			
1/12/2021	DCMEA Orchestra Rehearsal	Susquehanna Township MS 801 Wood St. Harrisburg, 17109	5:30 p.m. Hershey MS	8:30 p.m.	1 BUS	10-1100-000-20/30-50/80-121-580			
1/14-16/2021	PMEA District 7 Band Festival	Cedar Cliff HS: 1301 Carlisle Rd, Camp Hill, PA 17011	8:00 a.m./HS	ONE-WAY	1 BUS	10-1110-000-30-80-121-580/810	YES	13 (\$135/Student), 1 Day Substitute Required @ \$129 = \$1884	\$1,884
1/19/2021	DCMEA Orchestra Rehearsal	Susquehanna Township MS 801 Wood St. Harrisburg, 17109	5:30 p.m. Hershey MS	8:30 p.m.	1 BUS	10-1110-000-20/30-50/80-121-580			
1/22/2021	PMEA District 7 Jazz Auditions	Central York HS: 601 Mundis Mill Rd, York, PA 17406	7:00 a.m. van pick-up	1/22 van dropoff 10:00pm	1 VAN	10-1110-000-30-80-121-580		3 (\$7/Student + \$30 School Fee) = \$51	\$51
1/22/2021	DCMEA Orchestra Rehearsal	Susquehanna Township MS 801 Wood St. Harrisburg, 17109	8:00 a.m. Hershey MS	3:00 p.m.	1 BUS	10-1100-000-20/30-50/80-121-580			
1/23/2021	DCMEA Orchestra Rehearsal/Concert	Susquehanna Township MS 801 Wood St. Harrisburg, 17109	8:00 a.m. Hershey MS	ONE-WAY	1 BUS	10-1100-000-20/30-50/80-121-580		20 @ \$10 = \$200, 1 Day Substitute Required @ \$129 = \$329	\$329
2/9/2021	DCMEA Elem/MS County Band Rehearsal Snow Date February 16	Middletown Area MS: 215 Oberlin Rd, Middletown, PA 17057	5:30 p.m. Lot Between HMS/HES	8:00 p.m.	1 BUS	10-1100-000-20-50-121-580			
2/11-13/2021	PMEA District 7 Orchestra Festival	Eastern York HS 720 Cool Creek Road, Wrightsville, 17368	10:30 a.m. Hershey HS	ONE-WAY	1 BUS	10-1110-000-30-80-121-580/810	YES	8 (\$135/Student) = \$1080, 1 Day Substitute Required @ \$129 = \$1,209	\$1,209
2/18/2021	DCMEA Elem/MS County Band Rehearsal	Middletown Area MS: 215 Oberlin Rd, Middletown, PA 17057	5:30 p.m. Lot Between HMS/HES	8:00 p.m.	1 BUS	10-1100-000-20-50-121-580			
2/19/2021	DCMEA County Band (MS/HS Rehearsal Day)	Middletown Area MS: 215 Oberlin Rd, Middletown, PA 17057	8:00 a.m. MS/8:15 a.m. HS	3:00 p.m.	1 BUS	10-1110-000-20/30-50/80-121-580			
2/20/2021	DCMEA HS/MS/Elem County Band Festival/Concert	Middletown Area MS: 215 Oberlin Rd, Middletown, PA 17057	8:00 a.m. HS/8:15 a.m. lot between HMS/HES	ONE-WAY	2 BUS	10-1110-000-20/30-50/80-121-580		20 (\$22/Student), 1 Day Substitute Required @ \$129 = \$569	\$569
2/25-27/2021	PMEA Region V Band	Parkland Area HS: 2700 N Cedar Crest Blvd, Allentown, PA 18104	7:00 a.m. van pick-up	2/25 van dropoff 10:00 p.m.	1 VAN	10-1110-000-30-80-121-580/810	YES	6 (\$160/Student), 1 Day Substitute Required @ \$129 = \$1089	\$1,089
3/19 - 20/2021	PMEA District 7 Jazz Festival	Dover Area HS: 4500 Intermediate Avenue, Dover, PA 17315	7:00 a.m. van pick-up	3/20 van dropoff 5:00 p.m.	1 VAN	10-1110-000-30-80-121-580/810	YES	3 (\$140/Student), 1 Day Substitute Required @ \$129 = \$569	\$569
3/25-27/2021	PMEA Region Orchestra Festival	Dallastown Intermediate School 94 Beck Road, York 17403	1:30 p.m. van pick-up	10:00 p.m. van return	1 VAN	10-1110-000-30-80-121-580/810	YES	5 (\$160/Student) = \$800, 1 Day Substitute Required @ \$129 = \$929	\$929
4/14 - 4/18/21	PMEA All-State Orchestra/Band	Erie Convention Center: 1 Sassafras Pier, Erie, PA 16507	8:00 a.m. van pick-up	4/18/21 van dropoff 5:00 p.m.	1 VAN	10-1110-000-30-80-121-580/810	YES	Band 3 (\$400/Student), 2 Day Substitute Required @ \$129/Day, Teacher Cost (Housing & Registration) @ \$612 = \$2070 Orchestra: 2 (\$400/Student), 2 Day Substitute Required @ \$129/Day, Teacher Cost (Housing & Registration) @ \$612 = \$1670	\$3,740

\$10,574.00

Resolution supporting the development of an anti-racist school climate by the Board of Directors of the Derry Township School District

WHEREAS, we are deeply saddened and outraged by the recent killing of George Floyd and violence against black men and women. The subsequent protests have shined a spotlight on the harmful effects of racism and inequality. Furthermore, the public response has highlighted the racial trauma that our black students, families, staff, and communities have not only endured for centuries but continue to face today.

WHEREAS, we must recognize that racism and hate have no place in our schools and society. However, we must understand that racism is systemic, and it is unconsciously and consciously rooted into our institutions, policies, and practices. Consequently, we acknowledge that we must look at our own school policies and practices through an anti-racist and equity lens to address traces of racism and inequity that still exist within our own school community.

WHEREAS, we must center the voices of staff, students, families, and communities who have historically endured discrimination and marginalization. Their lived experiences and stories require attention, require respect, require empathy, and most importantly require action. Therefore, it is essential that we establish an expectation that a diversity of students, families, and community members, specifically those that have been ignored, discriminated against, and marginalized, are heard and included on substantive school and district issues.

WHEREAS, we must better educate ourselves and seek to educate the community on the historical and current impact of racism and discrimination on our students, families, and communities, as well as understand our role in perpetuating such inequity. Through continuous professional development and opportunities for honest dialogue and listening sessions, we hope to build partnerships in the community focused on overcoming racism and other barriers. By doing so, we can create opportunities to ensure that each child has the tools and supports needed to thrive.

WHEREAS, we must advocate to advance civil rights and cultivate an anti-racist school climate necessary to meet the needs of ALL students in our care. Our students, no matter their race, ethnicity, religion, gender, sexual orientation, socioeconomic status, language ability, disability, and other identities, deserve to feel safe, to feel seen, and to feel affirmed.

NOW, THEREFORE BE IT RESOLVED that the Derry Township School Board, unequivocally stand firm in our collective responsibility to foster an equitable and inclusive environment for every student, staff member, parent, and community member. We commit to use our role as school board directors to recognize, respond, and speak out against injustice and racial inequity in our school community.

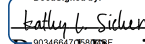
In support of this goal, the Derry Township School Board commits to the following action steps:

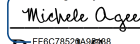
- 1) Review and improve our current Diversity, Inclusion and Equity policy;
- 2) Adopt a new policy for trauma-informed care;
- 3) Continue to support the Administration's enhancement of social emotional learning components, Positive Behavioral and Intervention Supports, and restorative justice techniques;
- 4) Continue to support the Administration's examination of social studies and ELA curriculum for levels of diversity awareness, seeking information about inclusion, race, belonging, diversity, equity, and allyship; and

5) Continue to support the Administration's partnerships with organizations such as Hershey Area All Things Diversity and the YWCA to offer continuous professional development and learning opportunities for our staff, students and community.

Adopted this 10th day of August, 2020.

Signed,

DocuSigned by:

3752E02B-F480-45DF-AD27-F096C10CDEE1
Kathy L. Sider
Board President

DocuSigned by:

3752E02B-F480-45DF-AD27-F096C10CDEE1
Michele Agee
Board Secretary

2020-2021 Derry Township School District

	Weekend/Summer Recess
	Significant Date/Event
	Early Dismissal for Students
	No School, Students
	No School, Students & Staff

July 2020						
# of Days: Elem-0 Sec-0 Staff-0						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
# of Days: Elem-1 Sec-1 Staff-9/12						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
# of Days: Elem-20 Sec-20 Staff-20						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
# of Days: Elem-20 Sec-20 Staff-21						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
# of Days: Elem-16 Sec-18 Staff-18						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
# of Days: Elem-17 Sec-17 Staff-17						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

11-13 - Orientation/Induction
17-19 - In-Service Students Only
24-28 - Act 80 Days; In-Service
31 - First Day for Students

September

4,7- Labor Day Recess

October

9 - No School, Students & Staff
12-No School, Students;
Staff In-Service/Conference Day
30 - End of Marking Period 1

November

13 - 6th Grade Conferences (No School for 6th Grade Students); Act 80 Day 6th Grade Only; End of 1st Trimester
23-24 - Act 80 Day; Elem Conferences (No School for K-5 Students)
25-29 - Thanksgiving Recess

December

24-31 Winter Recess

1 - Winter Recess
15 - End of Marking Period 2
18 - Teacher Workday (No School for Students)

February

15-President's Day
26 -End of 2nd Trimester

March

11-Act 80 Day; Elementary Conferences (No School for K-5 Students)
12 - Act 80 Day; Elementary Conferences/6-12 In-service (No School for Students)
15 - No School
26 - End of Marking Period 3
31 - Spring Recess

April

1-2 - Spring Recess
5 - Staff In-Service/Trade Day (No School for Students)

May

31-Memorial Day

June

2 - Graduation
3 - Last day for Students K-11; End of Marking Period 4; End of 3rd Trimester; Early dismissal

January 2021						
# of Days: Elem-19 Sec-19 Staff-20						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
# of Days: Elem-19 Sec-19 Staff-19						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
# of Days: Elem-19 Sec-20 Staff-21						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
# of Days: Elem-19 Sec-19 Staff-20						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
# of Days: Elem-20 Sec-20 Staff-20						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
# of Days: Elem- 3 Sec- 3 Staff- 4						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Makeup Days (In order)

March 15

March 31

April 1

IF NEEDED Additional Makeup Days for K-11 will be added beginning June 4

Marking Period End Dates

Quarter Marking Periods (Sec.)

First: October 30 (41 Days)

Second: January 15 (45 Days)

Third: March 26 (46 Days)

Fourth: June 3 (44 Days)

Trimester Periods End Dates (Elem)

First: November 13 (51 Days)

Second: February 26 (61 Days)

Third: June 3 (61 Days)

Student and Staff Days

Total Student Days - Elementary 182*

Total Student Days - Secondary 182**
(12th Grade 181**)

Total Staff Days 190

(New Teachers 193***)

* Includes 9 Act 80 Days

** Includes 7 Act 80 Days for Grade 6 and 6 Act 80 Days for Grades 7-12)

***Includes 3 new teacher orientation days



DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Jul 31,
2020

Prepared By: Claire Hisken
Quote Number: Q-00475183

ORDER FORM

Address Information

Bill To:

Derry Township School District
30 E Granada Ave Ste 200,
Hershey, PA, 17033
United States

Ship To:

Derry Township School District
P.O. BOX 898,
Hershey, PA, 17033-0898
United States

Billing Contact Name:

David Sweigert

Billing Email Address:

dsweigert@hershey.k12.pa.us

Billing Phone:

717-554-9141

Shipping Contact Name:

David Sweigert

Shipping Email Address:

dsweigert@hershey.k12.pa.us

Shipping Phone:

717-554-9141

Order Details

Order Start Date: Jul 31, 2020

Order End Date: Jul 30, 2021

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Enterprise Pro Edition - Envelope Subs.	Jul 31, 2020	Jul 30, 2021	2,000	\$9,565.22
Premier Support	Jul 31, 2020	Jul 30, 2021	1	\$1,434.78
Adoption Consulting Lite	Jul 31, 2020	Jul 30, 2021	1	\$500.00

Grand Total: \$11,500.00

Product Details

eSignature Envelope Allowance: 2,000

Overage/Usage Fees

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$8.80

Order Special Terms

Both parties hereby agree that: a) the Order Form with an Order Start Date of Jun 16, 2020 (Opp/Quote ID:944784/Q-00459169) will be terminated upon the Order Start Date of this Order Form, and b) a prorated credit for the prepaid portion of the remaining Term of the terminated Order Form will be applied toward payment for this Order Form.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Adoption Consulting Lite will expire if not used within 90 days of the product start date.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No: ☐ Yes

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No: ☐ Yes

If yes, please complete the following:

PO Number:

PO Amount: \$

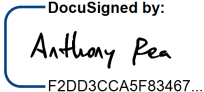
By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:  DocuSigned by:
77D1CF448500499...

Name: Joe McFarland
Job Title: Superintendent
Date: July 30, 2020

**DocuSign,
Inc.**

Signature:  DocuSigned by:
F2DD3CCA5F83467...

Name: Anthony Rea
Job Title: Sr. Director, Revenue Operations
Date: July 30, 2020

 DS

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August 4, 2020

Vial Email: jmcfarland@hershey.k12.pa.us

Joseph McFarland, Superintendent
Derry Township School District
30 East Granada Avenue
PO Box 898
Hershey, PA 17033

Re: Engagement Letter

Dear Mr. McFarland:

This letter will confirm that the Board of Directors of the Derry Township School District (the "District") has asked that I continue my representation of the District as a member of the firm of Appel, Yost & Zee LLP.

Thank you for inviting us to continue our service to the District and for the opportunity to sustain our professional relationship with the Board and the Administration. I value my longstanding relationship with the District and appreciate the trust the Board and the Administration have placed in me to continue as Solicitor.

I am obligated to remind you that when a law firm represents a school district, the firm's client is only the school entity, not its individual employees or directors. We are not precluded from representing employees and directors, provided there is no conflict of interest involved.

It is our understanding that Appel, Yost & Zee will serve as Solicitor for the District effective August 1, 2020 through June 30, 2022 unless our relationship is otherwise terminated prior to that time. As Solicitor, we will act as primary legal counsel on behalf of the District as directed from time to time by the Board and the Administration. We understand that the scope of our duties and/or representation may change from time to time as directed by the Board and/or further instruction from the Administration.

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The rules of professional conduct applicable to lawyers practicing in Pennsylvania require us to set forth in writing the basis on which the District will be charged for services rendered by our firm. As you are aware, beginning in 2016 billing provisions (1-5 below) have been in place regarding charges issued to the District. These provisions will remain effective for services provided by Appel, Yost & Zee.

1. The District will not be charged for mileage.
2. The District will not be charged the standard administrative fee.
3. The District will not be charged late fees.
4. The District will not be required to remit payment for time or Appel Yost & Zee controlled costs entered late from previous months. Please note that any costs incurred from outside vendors will be submitted immediately upon receipt.
5. The District will not be billed for costs for electronic research.

We recognize the importance of serving the public and understand the financial constraints that are often placed on school districts. Because the firm values our role in supporting public education, we offer a reduced billing rate for services performed on behalf of public school entities.

As noted in correspondence I sent you in April, we decided to forgo any increase for the 2020-2021 school year in light of the COVID-19 pandemic and its impact on schools. In addition, and perhaps more importantly, we reduced our current blended hourly rate by 5% to continue our commitment to assist our clients in their time of need. Thus, we will continue with the hourly rates for the 2020-2021 school year that became effective July 1, 2020; Partners (\$199.50/hour); Associates (\$175.75/hour); Paralegals (\$133/hour); Administrative Support (\$57/hour).

We will attend all regularly scheduled Board meetings and Executive Sessions until such time as the Board may direct unless otherwise excused. Our fee for attending these bi-monthly meetings for 2020-2021 will be the lesser of our hourly rates above or at the rate of \$420/meeting, including travel time. The flat fee for attendance at bi-monthly meetings shall not exceed \$430/meeting for the term of this agreement.

Of course, we cannot make any promises or guarantees about the outcome of the matters as to which the District has engaged us, and nothing in this letter or in our statements should be so construed. When we provide our opinion as to the probable outcome of any matter, it is with the understanding that our opinion is just that, and not a promise or guarantee. In addition, any litigated matter involves uncertainty and the risk of an adverse outcome, potential factual or legal difficulties as to claims and defenses can typically not be fully assessed at the outset of a matter and that, with very rare exceptions, attorneys' fees are not recoverable from the opposing party even if the client prevails in the litigation.

To enable us to effectively represent the District in this matter, the Board and Administration agree to cooperate fully with us in all matters relating to the preparation and

August 4, 2020

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presentation of matters, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us informed of any developments related to specific matters.

Our engagement as legal counsel or our representation in any particular matter may be terminated by the District at any time for any reason. Similarly, we may withdraw as legal counsel or from our representation of the District in any particular matter for good cause, which includes failure to timely make payment for services rendered and expenses advanced, refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstances that would render our continuing representation unlawful or unethical. If and when our services to the District conclude, all unpaid fees and costs will be immediately due and payable.

If the information in this letter is contrary to your understanding, please let me know as soon as possible. If information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement where indicated below and return it to me.

Our ability to effectively serve the District depends in part on our having an open relationship. If you have any questions or concerns about any invoice, or about any aspect of our work, please talk candidly with us about them.

I thank you, again, for the confidence you have placed in us, and I look forward to continuing our relationship long into the future.

Sincerely,



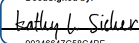
William J. Zee

WJZ:cla

(00315771-1).DOCX

cc: Michael Frentz, Business Manager (via email: mfrentz@hershey.k12.pa.us)

I have read this letter and consent to the terms.

Signature: DocuSigned by:  _____
90346647C58C4BF...

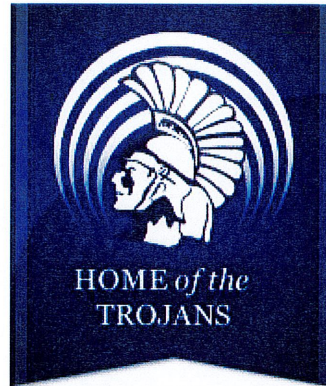
Name/Title: Kathy L. Sicher President

Company: Derry Township School District

Date: 8/12/2020

Revised: August 10, 2020

DERRY TOWNSHIP SCHOOL DISTRICT HEALTH AND SAFETY PLAN



Derry Township School District's Health and Safety Plan provides a set of reopening guidelines for instructional and non-instructional school programs. These guidelines outline a variety of standards that address considerations related to health and safety. The District acknowledges that there are no strategies that will completely eliminate the risks associated with COVID-19; rather, the District's goal is to develop plans that will minimize risk to the greatest extent possible, while also allowing the District to resume school activities. The plan is intended to provide the District flexibility to transition from a less restrictive environment to a more restrictive environment, depending on changing public health conditions.

As with all emergency plans, the Health and Safety Plan has been tailored to the unique needs of the District and has been created in consultation with a variety of stakeholders and local health agencies. Additionally, in developing the plan, the District has reviewed applicable guidance and recommendations from the Centers for Disease Control, Pennsylvania Department of Health, and the Pennsylvania Department of Education. The Health and Safety Plan, when adopted by the District's School Board of Directors and will be posted to the District's website.

This plan shall be monitored throughout the year and is subject to revision based on changing public health conditions.

Revised: August 10, 2020

Type of Reopening

Key Questions

- How do you plan to bring students and staff back to physical school buildings, particularly if you still need social distancing in place?
- How did you engage stakeholders in the type of re-opening your school entity selected?
- How will you communicate your plan to your local community?
- Once you reopen, what will the decision-making process look like to prompt a school closure or other significant modification to operations?

Based on your county's current designation and local community needs, which type of reopening has your school entity selected?

- ☐ Total reopen for all students and staff (but some students/families opt for distance learning out of safety/health concern).
- ☐ Scaffolded reopening: Some students are engaged in in-person learning, while others are distance learning (i.e., some grade levels in-person, other grade levels remote learning).
- ☒ Blended reopening that balances in-person learning and remote learning for all students (i.e., alternating days or weeks).
- ☐ Total remote learning for all students. (Plan should reflect future action steps to be implemented and conditions that would prompt the decision as to when schools will re-open for in-person learning).

Anticipated launch date for in-person learning (i.e., start of blended, scaffolded, or total reopening): August 31, 2020

Revised: August 10, 2020

Pandemic Coordinator/Team

The District assembled a Health and Safety Task Force to assist in the development of a Health and Safety Plan. This Task Force includes a variety of District staff and local health officials. The Pandemic Team will be responsible for facilitating the local planning process, monitoring implementation of the Health and Safety Plan, and continued monitoring of local health data to assess implications on school operations. The Task Force will propose potential adjustments to the Health and Safety Plan throughout the school year, as needed. The Pandemic Team is comprised of the following individuals:

Individual(s)	Stakeholder Group Represented	Pandemic Team Roles and Responsibilities (Options Above)
Lisa Sviben Miller	Administration-Pandemic Coordinator	Health and Safety Plan Development and Pandemic Crisis Response Team
Joseph McFarland	Superintendent	Health and Safety Plan Development and Pandemic Crisis Response Team
Jason Reifsnnyder	Assistant to the Superintendent for Personnel and Student Services	Health and Safety Plan Development and Pandemic Crisis Response Team
Dr. Stacy Winslow	Assistant to the Superintendent for Curriculum Instruction and Assessment	Health and Safety Plan Development and Pandemic Crisis Response Team
Michael Frentz	Business Manager	Health and Safety Plan Development and Pandemic Crisis Response Team
Kirsten Scheurich	Director of Special Education	Health and Safety Plan Development and Pandemic Crisis Response Team
Erick Valentin	Middle School Principal	Health and Safety Plan Development and Pandemic Crisis Response Team
Dan Tredinnick	Director of School and Community Information	Health and Safety Plan Development and Pandemic Crisis Response Team
Barbara Clouser	Instructional Coach/Hershey Education Association President	Health and Safety Plan Development
Justin Allison	Buildings and Grounds/Hershey Education Support Staff Association President	Health and Safety Plan Development
Mark Anderson	Director of Buildings and Grounds	Health and Safety Plan Development and Pandemic Crisis Response Team

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Tracie Dawson	Certified School Nurse	Health and Safety Plan Development and Pandemic Crisis Response Team
Dr. Denise Dhawan	DTSD Physician of Record	Health and Safety Plan Development
Greg Hummel	Director of Food Services	Health and Safety Plan Development and Pandemic Crisis Response Team
Steve Bell	Director of Transportation	Health and Safety Plan Development and Pandemic Crisis Response Team
Amy Starr	Parent	Health and Safety Plan Development
Jerri Zacko	Parent	Health and Safety Plan Development
Kathy Sicher	School Board President	Health and Safety Plan Development
Tricia Steiner	School Board Vice-President	Health and Safety Plan Development
Gail Vachon	Teacher	Health and Safety Plan Development
Renee Owens	Teacher	Health and Safety Plan Development
Brian Blasé	Teacher	Health and Safety Plan Development
Jeff Mackneer	Teacher	Health and Safety Plan Development
Kristin Sachs	Teacher	Health and Safety Plan Development
Laura Becker	Teacher	Health and Safety Plan Development

Revised: August 10, 2020

Health and Safety Plan Summary: Derry Township School District

Anticipated Launch Date: July 28, 2020

Facilities Cleaning, Sanitizing, Disinfecting and Ventilation

Requirement(s)	Strategies, Policies and Procedures
* Cleaning, sanitizing, disinfecting, and ventilating learning spaces, surfaces, and any other areas used by students (i.e., restrooms, drinking fountains, hallways, and transportation)	<ul style="list-style-type: none">• District staff will clean and disinfect frequently touched surfaces (e.g., playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible.• Use of shared objects (e.g., gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use.• District vehicles (e.g., buses, maintenance trucks, mowers, vans) will be cleaned and disinfected at least daily or between use as much as possible.• If transport vehicles (e.g., buses, maintenance trucks, mowers, vans) are used by the school, drivers should practice all safety actions and protocols as indicated for other staff (e.g., hand hygiene, cloth face coverings).• The Director of Buildings and Grounds will develop a schedule in consultation with building principals and other directors for increased, routine cleaning and disinfection.• Staff will ensure safe and correct use and storage of cleaning and disinfection products, including storing product

Revised: August 10, 2020

Requirement(s)	Strategies, Policies and Procedures
	<p>securely away from children. All cleaning products will meet the EPA's disinfection criteria.</p> <ul style="list-style-type: none"> • Cleaning products will not be used near children, and staff will ensure that there is adequate ventilation when using these products to prevent children or themselves from inhaling toxic fumes. • The Director of Buildings and Grounds will ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible.

Social Distancing and Other Safety Protocols

Requirement(s)	Strategies, Policies and Procedures
<p>* Classroom/learning space occupancy that allows for 6 feet of separation among students and staff throughout the day, to the maximum extent feasible</p> <p>* Restricting the use of cafeterias and other congregate settings, and serving meals in alternate settings such as classrooms</p> <p>* Hygiene practices for students and staff including the manner and frequency of hand-washing and other best practices</p> <p>* Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs</p>	<p>High School</p> <ul style="list-style-type: none"> • Classroom/learning spaces (e.g. desks, tables, chairs) will be at least 3 feet apart but will be 6 feet apart when feasible. • The cafeteria will be used along with LGI, hallways adjacent to the cafeteria, and a portion of the gymnasium. Available seating will allow for students to be 6 feet apart. • Students will move in the hallway between classes wearing masks, proceeding directly to their next class. • Students will not be assigned lockers but will be allowed to carry backpacks

Requirement(s)	Strategies, Policies and Procedures
<p>* Handling sporting activities consistent with the CDC Considerations for Youth Sports for recess and physical education classes</p> <p>Limiting the sharing of materials among students</p> <p>Staggering the use of communal spaces and hallways</p> <p>Adjusting transportation schedules and practices to create social distance between students</p> <p>Limiting the number of individuals in classrooms and other learning spaces, and interactions between groups of students</p> <p>Coordinating with local childcare regarding on site care, transportation protocol changes and, when possible, revised hours of operation or modified school-year calendars</p> <p>Other social distancing and safety practices</p>	<p>Middle School</p> <ul style="list-style-type: none"> Classroom/learning spaces (e.g. desks, tables, chairs) will be at least 3 feet apart but will be 6 feet apart when feasible. The cafeteria will be used along with LGI and hallway spaces. Students will be 6 feet apart. Students will move in the hallway between classes wearing masks, proceeding directly to their next class. Students will not be assigned lockers but will be allowed to carry backpacks. <p>Elementary School</p> <ul style="list-style-type: none"> Classroom/learning spaces (e.g. desks, tables, chairs) will be at least 3 feet apart but will be 6 feet apart when feasible. Lunch and breakfast will be consumed in classrooms Hallways will be used for two-way traffic divided by a line in the center Bathrooms assigned to homerooms One homeroom using bathroom at a time- group bathroom breaks Individual bathroom breaks will utilize the assigned bathroom (when feasible) Student and staff groupings will be limited (when possible) Students will wash hands before and after recess

Requirement(s)	Strategies, Policies and Procedures
	<p data-bbox="1060 295 1312 321">All Buildings/Staff</p> <ul data-bbox="1060 328 1866 1395" style="list-style-type: none"><li data-bbox="1060 328 1866 393">• Teachers and staff will teach and reinforce handwashing with soap and water for at least 20 seconds to students.<li data-bbox="1060 425 1866 522">• Hand sanitizer that contains at least 60% alcohol will be provided to students and staff for use, if soap and water are not readily available,<li data-bbox="1060 555 1866 652">• Regular announcements will be broadcasted on reducing the spread of COVID-19 via PA systems or video announcements.<li data-bbox="1060 685 1866 815">• Videos or fact sheets about behaviors that prevent the spread of COVID-19 will be included in communications and correspondences with staff, and families (such as on school websites, in emails, and on school social media accounts).<li data-bbox="1060 912 1866 1075">• Signs will be posted in highly visible locations (e.g., school entrances, restrooms, classrooms) that promote everyday protective measures and describe how to stop the spread of germs (such as properly washing hands and properly wearing a cloth face covering).<li data-bbox="1060 1107 1866 1205">• Access to district buildings will be limited. Nonessential visitors, volunteers, and activities involving external groups or organizations will be denied access to the buildings.<li data-bbox="1060 1237 1866 1395">• The Athletic Director will pursue options to convene sporting events and participation in sports activities in ways that minimizes the risk of transmission of COVID-19 to players, families, coaches, and communities. (See DTSD Athletic Safety Plan)

Requirement(s)	Strategies, Policies and Procedures
	<ul style="list-style-type: none">• Recess and physical education will operate in accordance with the CDC Considerations for Youth Sports. This includes but not limited to minimizing the sharing of equipment, reducing the physical closeness of students when possible, identifying small groups and keeping them together.• Use of shared objects (e.g., gym or physical education equipment, art supplies, toys, games) will be limited when possible, and cleaned between use when possible.<ul style="list-style-type: none">○ Student belongings will be separated from others' and in individually labeled containers, cubbies, lockers, bags, or area as much as possible.○ Adequate school supplies will be made available to students and staff to minimize that sharing of high touch materials to the extent possible.○ Supplies and equipment used by one group of students will be cleaned and disinfected between use when possible.○ The sharing of electronic devices, toys, books and other games or learning aids will be discouraged.• Parents will be encouraged to transport their student to and from school.• The District will stagger arrival and drop-off times or locations by cohorts of students (e.g. one bus unloads at a time) or put in place other protocols to limit contact between students and direct contact with parents as much as possible.• Teachers and staff will limit the mixing between groups (if possible).

Requirement(s)	Strategies, Policies and Procedures
	<ul style="list-style-type: none">• Students and staff are encouraged to bring their own water. Access and use of drinking fountains will be prohibited.• Teachers are encouraged to turn desks to face in the same direction or to have students sit on only one side of tables, spaced apart.• Room use limitations: 25 persons or less for in-person instruction, meetings, breakfast and/or lunch provided social distancing requirement is met in yellow phase. 250 persons or less for green phase.• Teachers and staff will pursue virtual group events, gatherings, or meetings, if possible. Group sizes will be limited to the extent possible.• Teachers will pursue virtual activities and events in lieu of field trips, student assemblies, special performances, school-wide parent meetings, and spirit nights, as feasible.• Students will be encouraged to bring their own meals to schools as feasible.• The district will use disposable food service items (e.g., utensils, dishes) when feasible. If disposable items are not feasible or desirable, the district will ensure that all non-disposable food service items are handled with gloves and washed with dish soap and hot water or in a dishwasher. Food service workers will wash their hands after removing their gloves or after directly handling used food service items.• Physical barriers will be installed, such as sneeze guards and partitions in areas where it is difficult for individuals to

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Requirement(s)	Strategies, Policies and Procedures
	<p>remain at least six feet apart (e.g. reception desk, main offices) when feasible.</p> <ul style="list-style-type: none"> The District when possible, will use flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) to help establish policies and practices for social distancing (maintaining distance of approximately 6 feet) between employees and others, especially if social distancing is recommended by state and local health authorities.

Monitoring Student and Staff Health

Requirement(s)	Strategies, Policies and Procedures
<p>* Monitoring students and staff for symptoms and history of exposure</p> <p>* Isolating or quarantining students, staff, or visitors if they become sick or demonstrate a history of exposure</p> <p>* Returning isolated or quarantined staff, students, or visitors to school</p> <p>Notifying staff, families, and the public of school closures and within-school- year changes in safety protocols</p>	<ul style="list-style-type: none"> Building Administrators and Directors will monitor absenteeism rates of students and staff. Staff will conduct daily self-health checks (e.g. temperature screening and/or symptom checking) prior to reporting to work Parents will conduct daily health checks (e.g. temperature screening and/or symptom checking) prior to student reporting for school. School nurses will conduct health checks (e.g. temperature screening and/or symptom checking) of staff and students who require nursing services. Staff and families will be notified that they or their children should not come to school, and should notify school officials if they (staff) or their child (families) become sick with COVID-19 symptoms, test positive for COVID-19, or have

Requirement(s)	Strategies, Policies and Procedures
	<p>been exposed to someone with COVID-19 symptoms or a confirmed or suspected case.</p> <ul style="list-style-type: none">• Staff and students will be immediately separated if they exhibit any COVID-19 symptoms (such as fever, cough, or shortness of breath) at school. Individuals who are sick will be required to go home or to a healthcare facility depending on how severe their symptoms are and follow CDC guidance for caring for oneself and others who are sick.• An isolation room or area to separate anyone who has COVID-19 symptoms or tests positive but does not have symptoms will be identified in each school building. School nurses and other healthcare providers will use Standard and Transmission-Based Precautions when caring for sick individuals.
	<ul style="list-style-type: none">• District staff will inform those who have had close contact with a person diagnosed with COVID-19 to stay home and self-monitor for symptoms and follow CDC guidance if symptoms develop.• The District will put systems in place that are consistent with applicable law and privacy policies, having staff and families self-report to the school if they or their student have symptoms of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days in accordance with health information sharing regulations for COVID-19 and other applicable federal and state laws and regulations relating to privacy and confidentiality, such as the Family Educational Rights and Privacy Act (FERPA).

Requirement(s)	Strategies, Policies and Procedures
	<ul style="list-style-type: none">• Sick staff members, volunteers and visitors should not return to work/school until they have met CDC's criteria to discontinue home isolation.• The district will follow the recommendations of local health officials (District Physician of Record) to determine when students can discontinue home isolation.• The District will notify staff, families and the public of school closures and within-school-year changes in safety protocols via the districts messaging system, webpage and social media accounts.• Procedures will be established for safely transporting anyone who is sick to their home or to a healthcare facility. If an ambulance is called, district staff will alert medical personnel that the person may have COVID-19.• The district's pandemic coordinator will notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA).• The District will close off areas used by a sick person and will not use these areas until after cleaning and disinfecting. The District will wait at least 24 hours before cleaning and disinfecting any room used by a sick person. If 24 hours is not feasible, the District will wait as long as possible.

Other Considerations for Students and Staff

Requirement(s)	Strategies, Policies and Procedures
<ul style="list-style-type: none">* Protecting students and staff at higher risk for severe illness* Use of face coverings (masks or face shields) by all staff* Use of face coverings (masks or face shields) by older students (as appropriate) <p>Unique safety protocols for students with complex needs or other vulnerable individuals</p> <p>Strategic deployment of staff</p>	<ul style="list-style-type: none">• Students at higher risk for severe illness from COVID-19 will be provided the opportunity to be instructed via distance learning.• Staff at higher risk for severe illness from COVID-19 will have the option to request modified job responsibilities that limit their risk to exposure that are consistent and in compliance with the American's with Disabilities Act (ADA) and the Family and Medical Leave Act (FMLA).• All employees are required to wear a face mask when in any DTSD facility. This includes public spaces such as hallways, lobbies, bathrooms, and meeting rooms.• All students are required to wear a face mask when in any DTSD facility. This includes public spaces such as hallways, lobbies, bathrooms, and meeting rooms.• Students who are incapacitated or otherwise unable to wear a face mask without assistance will not be required to wear a face covering unless ordered to by local, state or federal officials.• The District will cross-train staff (when possible) and designate appropriately certified personnel to assume the sick employees job duties in the event of staff shortages due to COVID-19.• The district will request additional building level substitutes to assume the sick employees job duties in the event of staff shortages due to COVID-19.

Requirement(s)	Strategies, Policies and Procedures
	<ul style="list-style-type: none">• The District will train staff on all safety protocols related to COVID-19.• All volunteers and visitors are required to wear a face covering and undergo a health screening prior to leaving the main office area. This includes public spaces such as hallways, lobbies, bathrooms, and meeting rooms.• The administration will encourage employees and students to take breaks from watching, reading, or listening to news stories about COVID-19, including social media if they are feeling overwhelmed or distressed.• The administration will promote and encourage employees and students to eat healthy, exercise, rest/sleep, and to find time to unwind.• The administration will encourage employees and students to talk with people they trust about their concerns and how they are feeling.• The District will post signage for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746.• The District will communicate to families that the school counselors and school psychologists are available to address mental health and wellness concerns via individual or groups counseling sessions.• The District will promote influenza vaccination education to reduce the risk of influenza.

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Requirement(s)	Strategies, Policies and Procedures
	<ul style="list-style-type: none">• The District's pandemic coordinator (Lisa Sviben Miller) will be responsible for responding to COVID-19 concerns.• The District's pandemic coordinator will continuously keep apprised of changes to local, state or federal regulatory policies related to COVID-19 and when appropriate communicate the changes to staff, students and families.• The District's pandemic coordinator will participate with local authorities in broader COVID-19 community response efforts (e.g. sitting on community response committees).

Revised: August 10, 2020

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for Derry Township School District reviewed and approved the Phased School Reopening Health and Safety Plan on July 27, 2020.

The plan was approved by a vote of:

☒ Yes

☐ No

Affirmed on: July 27, 2020

By:



(Signature* of Board President)

Kathy Sicher

(Print Name of Board President)

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

Continuity of Education Plan

School District	Derry Township School District
Superintendent	Mr. Joseph McFarland
Address	30 E. Granada Avenue, Hershey, PA 17033
Email/Phone	jmcfarland@hershey.k12.pa.us/717-534-2501
Website	https://www.hershey.k12.pa.us

Goal of Plan
The goal of Derry Township School District's continuity of education plan is to provide planned learning opportunities in both a face-to-face and an online format. The intent of this plan is to provide families within the district a choice of learning environment that works best for their children and circumstances while providing a quality educational experience that supports students in their social and emotional well-being as well as moves them forward academically.

Overview of Plan
<p>Elementary: In each grade level one or more teachers will be identified as the online teacher and will be responsible for teaching the students who are choosing a virtual environment. All teachers will continue to collaborate together for the benefit of both the remote and face-to-face students. Students who return to school face-to-face in the am/pm hybrid model will follow the days' schedule with their homeroom cohorts. All students will have access to core and essential arts classes. iPads will be utilized to provide a 1:1 environment, ensuring that every student at school or at home has access to technology and can continue to collaborate with one another. SeeSaw will be the digital platform and landing place for all digital content.</p> <p>Middle School: Students will have the opportunity to attend school face-to-face in a hybrid model or attend from home via live streaming. Students will follow the schedule with their team cohort. Teachers will continue to collaborate and work together in teams and PLC's to address both the social and emotional and academic needs of students. Teachers will use Canvas as the Learning Management System to allow students to collaborate and learn together whether in the classroom or at home.</p> <p>High School: Students will have the opportunity to attend school face-to-face or attend from home via live streaming. Students will follow their assigned schedules, participating in a blended model of instruction regardless of attendance from home or in a face-to-face setting. Teachers will continue to collaborate and work together in departments and PLC's to address both the social and emotional and academic needs of students. Teachers will use Canvas as the Learning Management System to allow students to collaborate and learn together whether in the classroom or at home.</p>

Expectations for Teaching and Learning

Definitions of Instructional Methods:

- **In Person or Face-to-Face** - learning that occurs in the brick and mortar building with a teacher
- **Home or Online** - learning that occur during the time that students are at home
- **Synchronous** - learning occurs online in live/real time instruction
- **Asynchronous** - learning occurs online without live/real time instruction

Elementary Online Instruction:

- Online instruction will cover the Derry Township School District curriculum standards and will utilize synchronous and asynchronous teaching and learning .
- The instructional schedule (see below) is specific to each grade level and more details will be provided by the online teacher.
- Instruction may utilize large group and small group opportunities.
- Daily live instruction and asynchronous activities will be offered daily in the following areas:
 - Content Areas (Math, ELA, Science/SS, SEL)- synchronous
 - Intervention- push in support to section “live” lessons (synchronous)
 - Essential Arts- asynchronous
- Weekly live instructional opportunities will be offered in the following areas:
 - Instrumental Music- online “live” lesson (synchronous)
 - Special Education- online push in support & “live” lessons (synchronous)
 - Counseling - online “live” lessons (synchronous)
 - Gifted - asynchronous and synchronous
 - Accelerated - online “live” lessons (synchronous)

Schedule:

This will be a combination of synchronous and asynchronous learning activities totaling approximately 5 hours and 35 minutes per day. Live instruction will happen between the hours of 8:40-3:30. A more specific and detailed schedule will be provided by the online teacher weekly and will be specific to each grade level.

K-2	Approximately 2-3 hours of synchronous instruction per day Approximately 2-3 hours of asynchronous learning per day “Live lessons” approximately 20-30 minutes in length/session
3-5	Approximately 3-4 hours of synchronous instruction per day Approximately 2-3 hours of asynchronous learning per day “Live lessons” approximately 30-45 minutes in length/session

Sample Schedule:

9:00-9:20	Morning Meeting
9:20-10:10	ELA (English Language Arts)
10:12-10:52	Essential Arts (Library, Physical Education, Music, Art, STEAM)
10:52-11:40	ELA continued (English Language Arts)
11:40-12:10	Lunch
12:10-1:10	Math
1:10-1:55	ELA continued (English Language Arts)
1:55-2:15	Break
2:15-2:55	Science/Social Studies
2:55-3:30	WIN (What I Need - guided reading)

***note - instructional times, essential arts, and break times may change depending on the grade level

Elementary Hybrid (am/pm):

The elementary hybrid plan will be a combination of in-person learning at school and home learning through live (synchronous) and asynchronous learning activities totaling about 5 hours and 35 minutes per day. Class schedules may utilize large group and small group instructional opportunities. Instruction will cover the Derry Township School District curriculum standards. Instruction will happen between the hours of 8:40-3:30.

- **AM School Day** (Instructional minutes = 5 hours 35 minutes)
 - In Person- Arrival 8:30-8:40am
 - In Person -Instruction 8:40am-11:15am
 - In Person -Dismissal 11:15-11:30pm
 - Home-Online Instruction 12:30-3:30pm
- **PM School Day** (Instructional minutes = 5 hours 35 minutes)
 - Home-Online Instruction 8:30-11:30am
 - In Person-Arrival 12:45-12:55pm
 - In Person- Instruction 12:55-3:30pm
 - In Person-Dismissal 3:30-3:45pm

In Person Instruction:

- ELA
 - K- 70 minutes
 - 1st- 70 minutes
 - 2nd - 60 minutes
 - 3rd - 60 minutes
 - 4th - 60 minutes
 - 5th - 60 minutes

- Math
 - K - 45 minutes
 - 1st - 45 minutes
 - 2nd - 40 minutes
 - 3rd - 40 minutes
 - 4th - 40 minutes (Days 1, 2, 3, 4)
 - 5th - 40 minutes (Days 1, 2, 3, 4)
- SEL (20 minutes)
 - Morning Meetings and/or SEL curriculum
- Social Studies/Science
 - K - integrated through Open Court
 - 1st - integrated through Open Court
 - 2nd - Built into Open Court
 - 3rd - 20 minutes (alternating days)
 - 4th - 20 minutes (Days 5, 6)
 - 5th - 20 minutes (Days 5, 6)
- K-2 Recess
 - 20 minute assigned time slots
- Gifted
 - Accelerated - live stream with middle school (schedule permitting)
 - Minutes as per GIEP
- Special Education
 - Minutes as per IEP
- ESL - full day Level 1, 2
 - Reg ed peers
 - some pull out
 - 1, 2 come full day

Home Instruction

- Essential Arts-
 - Asynchronous (40 minute total- combination of screen cast and follow up activity)
 - Office hours by cycle day
 - Essential arts teachers can be used for coverage needs
- Intervention-
 - Tier 2 synchronous time (students assigned to time/group)
- Special Education-
 - Social Skills- synchronous lessons
 - Other groups- synchronous lessons
 - Asynchronous activities as applicable

- ESL-
 - Pull out time with ELD teacher (Level 1 or 2 students staying full day)
 - Asynchronous activities as applicable
- Gifted-
 - Asynchronous lessons/Synchronous with office hours provided
- Accelerated - live stream during math time with Middle School (schedule dependent)
- Science/SS-
 - Asynchronous (40 minute total- combination of screen cast and follow up activity)
- Reading and Math- Follow up activities asynchronous as appropriate

Middle School:

At the middle school, students and staff will begin the year as follows:

Students participating in the hybrid learning option will be broken into two groups based on their last name. Group A will be A-K and Group B will be L-Z. On five-day weeks, students in group A will attend school for face-to-face instruction on Monday & Thursday. Students in group B will attend school for face-to-face instruction on Tuesday & Friday. In this scenario, Monday and Tuesday will be the same cycle day and Thursday and Friday will be the same cycle day. For the first month, when hybrid students are not participating in face-to-face instruction, they will be working asynchronously to complete the assignments, videos, readings and activities assigned by their teachers. After the OWL devices arrive, students will begin following a “normal” schedule whether at home or at school, seeing their teachers every day and participating in class through live streaming. We anticipate this transition in the last week of September.

On Wednesdays, all students will report to homeroom virtually at 7:38. Attendance will be taken and an opportunity for academic advising will take place. For the remainder of the day, students will continue to work asynchronously and have the option to attend teacher office hours to ask questions, receive extra help, or have teachers review their work. On Wednesdays, teachers will have online office hours to work with students needing individual help, teachers will also participate in PLC collaboration meetings and potentially attend virtual IEP & parent meetings. During four day weeks, the schedule will be adjusted eliminating the Wednesday activities and ensuring 4 days of instruction for all students. We will continue following our six day cycle schedule but Wednesdays taking place on a typical five day week will not count as a cycle day. With this schedule it will take three weeks to complete one six day cycle.

About 10 - 26% of our students will remain fully online for virtual instruction. These students will still be assigned alphabetically to a group but will participate in live streaming with group B until the OWL devices arrive in late September. This will require teachers to live stream half of the time and allow teachers to do their lesson face-to-face first before having to manage face-to-face and virtual students simultaneously. This transition time allows teachers the opportunity to trouble-shoot and get used to this model of instruction before transitioning to live streaming on a daily basis.

Below is an example of what a typical five-day week would look like for the hybrid schedule in September:

Monday – Day 1

Group A Alpha A-K, Face to Face Instruction
Group B Alpha L-Z , Asynchronous Instruction
All Fully Virtual Students, Asynchronous Instruction

Tuesday – Day 1

Group A Alpha A-K, Asynchronous Instruction
Group B Alpha L-Z, Face to Face Instruction
All Fully Virtual Students, Live Streaming Virtual Instruction

Wednesday – Day 0

Group A Alpha A-K, Virtual Homeroom, Academic Advising, Asynchronous Instruction & Office hour support as needed
Group B Alpha L-Z, Virtual Homeroom, Academic Advising, Asynchronous Instruction & Office hour support as needed
All Fully Virtual Students, Virtual Homeroom, Academic Advising, Asynchronous Instruction & Office hour support as needed

Thursday – Day 2

Group A Alpha A-K, Face to Face Instruction
Group B Alpha L-Z , Asynchronous Instruction
All Fully Virtual Students, Asynchronous Instruction

Friday – Day 2

Group A Alpha A-K, Asynchronous Instruction
Group B Alpha L-Z, Face to Face Instruction
All Fully Virtual Students, Live Streaming Virtual Instruction

More than ever, it is critical that teams work together. PLC collaborative groups must maintain the same online presence, lessons, announcements, assignments, grading practices and assessments. We have dedicated the majority of our time during the first eight days of in-service to helping teachers prepare to address the students' emotional needs, technical needs and academic needs that this year will bring us.

High School:

Hershey High School will be moving to a block scheduling format as we begin the 2020-21 school year. In the event that restrictions are loosened, this model will allow the high school to fully transition back to a "near" normal environment with fewer hallway transitions and the ability to keep lunches at a manageable (safe) number of students. As the 2020-21 year begins, Hershey High School will be using a hybrid model of instruction for students choosing to come to school face-to-face. Students participating in the hybrid learning option will be broken into two groups based on their last name. On five day weeks, students A-K will attend school for face to face instruction on Monday and Thursday.

Students L-Z will attend school for face to face instruction on Tuesday and Friday. In this scenario, Monday and Tuesday would be the same cycle day and Thursday and Friday will be the same cycle day. Until the OWL devices arrive, our teachers will be delivering instruction that mirrors a blended model. Meaning, when hybrid students are not participating in face to face instruction, they will be working asynchronously, utilizing technology and leveraging various resources to elevate learning experiences. After the OWL devices arrive, all students will follow their daily schedule through the live streaming model regardless of whether they are participating from home or face-to-face.

On Wednesdays, all students will report to a virtual homeroom where teachers will be delivering various lessons focused on social and emotional learning. For the remainder of the day, students will continue to work asynchronously and have the option to attend teacher office hours, work with guidance counselors, or engage in student study sessions for collaborative, peer guided enrichment or remediation. On Wednesdays, teachers will have online office hours to work with students needing individual help, participate in PLC collaboration meetings and potentially attend virtual IEP & parent meetings. During four day weeks, the schedule will be adjusted so that each hybrid group receives two days of face-to-face instruction. HHS will continue following our six day cycle schedule but Wednesdays taking place on a typical five day week will not count as a cycle day.

About 20% of our students will remain fully online for virtual instruction. These students will still be assigned alphabetically to a group but will participate in live streaming with group B until the OWL devices arrive in late September. This will require teachers to live stream half of the time and allow teachers to do their lesson face-to-face first before having to manage face-to-face and virtual students simultaneously. This transition time allows teachers the opportunity to trouble-shoot and get used to this model of instruction before transitioning to live streaming on a daily basis.

Here is an example of the high school schedule for the month of September (after which the schedule will be adjusted to account for the ability to more inclusively live stream):

Monday	Tuesday	Wednesday	Thursday	Friday
9/14/2020	9/15/2020	9/16/2020	9/17/2020	9/18/2020
Day 1	Day 1	FLEX	Day 1	Day 1
A-K	L-Z & Online	FLEX	A-K	L-Z & Online
1,3,5AB/5BC,6	1,3,5AB/5BC,6	FLEX	2,4,5CD/5DE,7	2,4,5CD/5DE,7

Communication Tools and Strategies

The district website is being used to house all family and district-wide communications: <https://www.hershey.k12.pa.us/> under the COVID-19 heading.

One Call Now is being used to communicate to families regarding instructional information and schedules. This tool is being used via email and phone calls/texts as appropriate.

Zoom is being utilized for board, administrative, team, department, and grade level meetings when attendees are more than 25 participants.

Zoom is being utilized for parent/teacher conferences and IEP meetings to limit the number of visitors in any building.

Email is being used regularly to communicate with professional staff on a twice-weekly basis to provide information, reminders and supports. Staff have been asked to check email between 8:00 and 10:00 am on Mondays and Wednesdays for updates.

Video and YouTube is being utilized for the Superintendent to give updates to parents and staff.

Access (Devices, Platforms, Handouts)

The students in Derry Township School District will be 1:1 with iPads K-12 for the 2020-21 school year. Students who are choosing to stay at home and participate in a virtual environment will be issued school devices and materials prior to the start of school on August 31st. This deployment will work similarly to our spring pick-up and drop-off of materials with families being assigned a time to come to the school to pick up needed materials.

The district has begun to contact families who may have limited access to the internet and is working to improve our plan from this past spring (Kajeet Hotspots issued to families) by using Verizon Sim cards. Neither option provides families with unlimited data so there is a push to educate students and their families that these resources are to be used for school activities only.

Staff General Expectations

Staff are expected to work each school day preparing lessons, giving feedback on learning, attending meetings, and interacting with students and families. Collaboration has been emphasized as the key to success and consistency. While we will resume normal grading and feedback practices, grace is expected for this unusual circumstance. We will continue to lean towards empathy, not violating equity of access.

Student Expectations

Students will be given “expectation” guidelines through family communications. Below is what will be sent home or added to student handbooks at each level.

Elementary:

Students are expected to attend in person and live synchronous online instruction.

Students are expected to complete asynchronous online activities.

Attendance will be taken daily for in person instruction, and in online live sessions.

Teachers will monitor asynchronous follow up activities for completion.

Grading/Feedback

- Summative/formative assessments- essential skills/standards
- Feedback on assignments given in person and online asynchronous follow up activities
- Daily attendance with assignments submitted - participation points
- Trimester report cards will be given based on student participation and performance in in person instruction and online synchronous and asynchronous instruction.
 - Characteristics of a Successful Learner will be utilized

Secondary:

All work (assignments, learning tasks, etc.) will be posted to classes in Canvas.

Some of the assigned learning tasks will give specific deadlines, and some will give students flexible deadlines and flexible options for participation. These should be read carefully.

Classes will be meeting in “real-time” every day, and teachers will be available each week during virtual office hours to answer questions or for extra support. Students should seek to take advantage of these opportunities for extra help.

Always double-check Announcements for each course. Don’t rely on the Canvas To-Do list as not all activities, readings, and resources are attached to Assignments or Events in the Calendar.

Grading/Feedback

Grades are a means to communicate student learning to both the learner and their families. Students will be graded on projects, assignments, formative and summative assessments as would be expected in the classroom.

Attendance / Accountability

Elementary students will begin each online session with a morning meeting and each in-person session with a classmeeting. Attendance will be taken during each of these meeting times. Additionally, during remote instruction for both hybrid and online learners, attendance will be taken during each synchronous interaction throughout the school day. The school day will remain as it always has with lessons occurring between 8:40 am and 3:30 pm.

Secondary students will begin each day, including Wednesdays on 5-day weeks, with homeroom. All students will be required to check-in to be counted for daily attendance. Throughout the day, teachers will take period-by-period attendance to account both for student engagement in the learning process and to ensure that if needed contact tracing can be done accurately.

Good Faith Efforts for Access and Equity for All Students

Please see above: **Access (Devices, Platforms, Access)**

Special Education Supports

Special Education considerations have been woven throughout all of the work in planning for school reopenings. Among considerations are the following:

1. Working through schedules and caseloads to minimize the number of peers and staff that students need to interact with over the course of the day.
2. Regular case manager communication with families.
3. We will be sharing resources so that families can begin to help their children prepare for both virtual and face-to-face instruction. These resources will be located on the website and shared via parent email communication.
4. We will have special education teachers and related service providers to directly provide services to families including live streaming for small group instruction where feasible and teletherapy as appropriate to the needs of each student.
5. We are planning to continue with virtual IEP meetings for health and safety including the ability to offer electronic signatures.
6. Our psychologists will reach out regarding evaluations that were unable to be completed during closure to provide an update on our plans to resume those evaluations.
7. Acknowledging the large number of IEP meetings that must be held in order to begin the school year and setting aside time for these meetings to occur.
8. Providing for a procedure to determine which, if any, students receiving special education services should attend school 4 or 5 days a week. This will ultimately be decided in conjunction with parents via the IEP team.

Communication to Parents

Hi families,

Since sending out our last email a few days ago, we have received many calls and emails asking for more information. I sincerely wish we could respond to everyone and answer the many questions you have (and they are very fair questions and concerns). At the moment, we are trying hard to use our time to gather the data to make our recommendations so we can give you facts and answers so our responses may be delayed. You can certainly continue to reach out, all emails and messages are saved in a folder so that we don't miss anyone when we can respond. We ask that you please continue to be patient – we have the same goal you do, a successful educational experience despite these circumstances of having to factor in safety above all for a large number of students.

For those families that opted for fully online: The district sent the survey prior to announcing a hybrid model and we would like to know if that changed your plan regarding fully online versus the hybrid in-person. If you could take just 30 seconds to fill this out, it will give us the additional info that helps us plan efficiently and effectively.

Here is the [SURVEY](#). **Again, only needed for those families who opted for fully online prior to the change to hybrid.**

By way of updates on revisions to IEPs, we just learned that the state is putting out guidance to us and were advised to hold on revisions until that is provided. We don't have a date yet but hope it will be soon.

We thank you so much for your patience and you have been both kind and understanding. It is very appreciated and makes us all continuously grateful for our strong community. It is not an easy nor stress free time for anyone and patience is hard to come by when stressed. You all are wonderful, caring parents only advocating for your children. We know that and appreciate parent involvement because working together is what will make us come out on the other side of this stronger!

Additionally an extensive list of resources, directions and supports have been provided for both teachers and families.

Special Education/ELD Digital Content and Resources for Families and Teachers

Reading	<p>Reading</p> <ul style="list-style-type: none">● Scholastic Learn from Home● Storyline Online● Epic Free Digital Books● Starfall● ABCYa● Literative (a collection of guided reading activities)● Tar Heel Reader (a collection of free, easy-to-read, and accessible books on a wide range of topics)● Khan Academy Kids app info● Video Streaming Content<ul style="list-style-type: none">○ Discovery Education○ Safari Montage○ Brainpop & Brainpop Jr.● Library Resources<ul style="list-style-type: none">○ Tumblebooks K-5● Paul V. Sherlock Center on Disabilities-Adapted Literature● Unite for Literacyhttp://www.ric.edu/sherlockcenter/wwslist.html● Project Gutenberg● Readworks● I Trace Free (App to help you practice tracing letters and getting familiar with letter shapes)● Reading A-Z● Raz Kids (Science-based learning)
Math	<ul style="list-style-type: none">● Everyday Math Website K-5● Cool Math● Starfall● ABCYa● Math Playground

	<ul style="list-style-type: none"> ● Khan Academy Kids app info ● I Trace Free- Practice tracing numbers ● Quick Math Jr.- App to practice basic math skills. Starts at Kindergarten level standards and moves on based on the child's abilities. The student can create cartoon monsters for completing activities.
Related Services (including but not limited to) -Speech -Occupational -Physical -Sensory -Emotional Regulation -Social Skills -Augmented Communication	<ul style="list-style-type: none"> ● 25 Fine Motor Activities for Children 6+ ● Learning Without Tears ● Dance Mat Typing ● DLTK Learning Activities ● Activity Village ● Zones of Regulation ● Social Thinking ● Do2learn ● Free Fine Motor/Visual Packets to Print for elementary age students ● Social and Emotional Sharing ● Social & Emotional Games to Play with Your Child ● Deaf, Deafness and Hard of Hearing ● GoNoodle - Family (Brain Breaks) ● Emotional ABCs ● Speech and Language ● Speech and Language Activity Ideas ● Home tips for articulation, language, fluency, and voice ● <i>Language:</i> <ul style="list-style-type: none"> ○ Language Target Word Lists (scroll down to section titled "Language") ● <i>Articulation:</i> <ul style="list-style-type: none"> ○ Suggested Word Practice for Speech Sounds ○ Free Articulation Word Lists (scroll down to the specific sounds) ○ Free Articulation Word Lists (downloadable PDFs) ● <i>Social Language:</i> <ul style="list-style-type: none"> ○ Social Language Practice Ideas (scroll down to section titled "Social Language") ● <i>Complex Communication Needs:</i> <ul style="list-style-type: none"> ○ PrAACtical AAC Visual Supports for COVID 19 ○ S.T.O.R.M. Speech Therapy (AAC, adapted story books, no-tech communication boards) ○ Ideas for using AAC at home (play, snack, and reading for younger learners)
COVID 19 Specific Resources	<ul style="list-style-type: none"> ● CDC Talking Points for Families ● NASP Talking Points for Families ● Social Story - Coronavirus - elem

	<ul style="list-style-type: none"> • Social Story - Coronavirus - secondary • Autism and Coronavirus-Helping Students Understand
General Resources	<ul style="list-style-type: none"> • Transition Resource Tables (free or low cost transition resources for teachers, students, and families) • "Audible" Free Stories • Accessible Chef - visual recipes • Making Learning Fun - visual recipes • School Closure Autism Toolkit • GoNoodle • N2Y Free Extras (direct downloads; or register for access to tons of FREE resources including communication boards, gross/fine motor, & positive behavior support) • Pete's Powerpoint Station-includes activities (all subjects) • Resources for Young Learners • Resources for Young Learners (2) • Choiceboards for Young Learners

EL Supports	
Special Education/ELD Digital Content and Resources for Families	
ELD (Formerly ESL) Specific resources	<p>Elementary School</p> <ul style="list-style-type: none"> • Read Stories and ask questions throughout the book. Questions to ask. • Explain and talk about activities that they are doing, food they are eating, clothes they are wearing in order to practice learning new vocabulary. • Bluster!- App to build vocabulary and practice vocabulary. • Starfall- Practice letters, letter sounds, rhyming words and listen to stories to practice vocabulary. • Imagine Learning site code - 4207590 • i-Ready • Reading A-Z - Teacher Username - HersheyESL • BrainPOP ELL username: hannahrobb password: brainpop1 <p>Middle School</p> <ul style="list-style-type: none"> • Storyline Online Storyline Online, streams videos featuring celebrated actors reading children's books alongside creatively produced illustrations. • Lunch Doodles with Mo Willems In his first LUNCH DOODLE, Mo

	<p>welcomes you into his studio at home and guides you through drawing activities using one of his favorite characters as inspiration!</p> <ul style="list-style-type: none"> • Scholastic Learn at Home Every day includes four separate learning experiences, each built around a thrilling, meaningful story or video. Kids can do them on their own, with their families, or with their teachers. Just find your grade level and let the learning begin! • National Geographic Kids • Easy Indoor Activities for Kids! • Raz Kids • Duolingo • USA Learns • ESL Video <p>High School</p> <ul style="list-style-type: none"> • Study Island (Levels 3 and 4) • Khan Academy (Levels 3 and 4) • CNN10 (Listening Practice for upper levels) • NoRedInk (Writing Practice for upper levels) • Newsela (Reading Practice) • ESL-Lab (Listening Practice all levels) • English Interactive (Reading, Writing, Speaking, Listening Practice) • ManyThings.Org (Reading, Writing, Speaking, Listening Practice)
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Gifted Education
<p>Helpful Links:</p> <p>National Association for Gifted (NAGC) http://www.nagc.org/</p> <p>Pennsylvania Association for Gifted Education (PAGE) http://www.giftedpage.org</p> <p>HOAGIES – great source for gifted education information/resources http://www.hoagiesgifted.org/</p> <p>PA Department of Education - Gifted Education http://www.pde.state.pa.us/gifted_ed/site/default.asp</p> <p>Duke University - Summer Gifted Programming Search - Includes FREE summer programs http://www.duketipeog.com/guide/search</p>

Building/Grade Level Contacts
<p>Elementary:</p> <p>Mrs. Jena Funck jfunck@hershey.k12.pa.us</p>

Hershey Elementary School
450 Homestead Road
Hershey, PA 17033
(717) 531-2277

Middle School:

Mr. Erick Valentin
evalentin@hershey.k12.pa.us
Hershey Middle School
500 Homestead Road
Hershey, PA 17033
(717) 531-2222

High School:

Dr. Jeff Smith
jsmith@hershey.k12.pa.us
550 Homestead Road
Hershey, PA 17022
(717) 531-2244

Resource Links

Training Resources - Tips

- | |
|---|
| <ul style="list-style-type: none">● eLearning Industry - 321 Free Tools by Category● eSchool News: 10 Resources to keep Learning Going● 14 Ways an LMS Comes in Handy● Distance Learning Readiness Kit● Canvas<ul style="list-style-type: none">○ Scaling Online Learning when the Classroom Closes○ Contingency Planning○ Additional Resources● Seesaw<ul style="list-style-type: none">○ Home learning with Seesaw resources○ Webinar session on how to use Seesaw for remote learning○ And this webinar session with examples from a school that just made the transition in response to coronavirus○ BBC segment of students using Seesaw at home in the last few weeks● Tips for Enabling Distance Learning Through GSuite and Chrome● From TAC<ul style="list-style-type: none">○ Stanford - Teach Anywhere - https://teachanywhere.stanford.edu/bit.ly/stanfordteachingdisruption○ Two excellent slide decks with information on tools and strategies to teach remotely:<ul style="list-style-type: none">■ http://bit.ly/2TXKcQs■ http://bit.ly/2U0xikN○ FREE online tools: |
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- Google Classroom
 - OER Commons (to include NASA, Khan Academy, CK-12, EngageNY, Curriki, OpenStax, etc.)
 - EVERFI
 - ...and 321 more at <http://bit.ly/39HCQHv> (organized by category)
- **FREE Premium Tools for teachers/students to utilize (typically paid)**
 - Kahoot!
 - BrainPOP
 - Pear Deck
 - Google Hangouts
 - Padlet
 - EdPuzzle
 - Flipgrid
 - Zoom - How do we access premium
- **Preparing students to learn from home with Chromebooks:** <http://goo.gle/2lz2a6E>
- **School Closure Planning Documents:** <http://bit.ly/plantoclose>
- **School Closure Map:**
<https://www.edweek.org/ew/section/multimedia/map-coronavirus-and-school-closures.html>
- Khan Resources
 - Digital Agenda/Activities
https://docs.google.com/document/d/e/2PACX-1vSZhOdEPAWjUQpgDkVAJrFwxxZ9Sa6zGOq0CNRms6Z7DZNq-tQWS3OhuVCUbh_-P-WmksHAzbsrk9d/pub



Emergency Instructional Time Template Section 520.1

As [communicated to chief school administrators on July 6, 2020](#), Section 520.1 of the School Code provides flexibility to meet minimum instructional time requirements in the event of an emergency that prevents a school entity from providing for the attendance of all pupils or usual hours of classes at the school entity. The Pennsylvania Department of Education (PDE) considers the World Health Organization-declared Coronavirus disease (COVID-19) a global pandemic and an emergency as contemplated by Section 520.1.

A local education agency (LEA) that elects to implement temporary provisions in response to the COVID-19 global pandemic may meet the minimum 180 days of instruction and 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level through a combination of face-to-face and remote instruction, consistent with the requirements outlined in PDE's July 6 guidance. Such LEAs must provide PDE with the following information:


1. LEA's Proposed Calendar and Schedule(s) for SY 2020-21

a. School Year Calendar

School Year Start Date	School Year End Date	Total Number of Instructional Days <i>Must meet minimum 180 days</i>
8/31/20	6/3/21	182 (K-11); 181 (12)

- b. A sample weekly academic schedule as approved by the LEA's governing body. (Recognizing the need for flexibility and that circumstances may change as the LEA responds to the COVID-19 pandemic, an LEA may provide more than one proposed weekly schedule.) Example schedules are provided in Appendix A.

2. If the proposed schedule includes remote learning (*i.e.*, learning outside the school building), describe how the LEA will ensure access to remote learning opportunities for all students.

Derry Township School District is a 1:1 technology environment for students. Every student in grades K-12 whether choosing remote learning or in-person hybrid learning to start the school year, will be issued an iPad to access remote learning. Verizon Sim cards will be provided to families needing Internet access. 

3. The Chief School Administrator and Board President affirm the following:


- ☒ The proposed school calendar and academic schedule(s) will provide all students the planned instruction needed to attain the relevant academic standards set forth in Chapter 4.
- ☒ The proposed school calendar and academic schedule(s) allow sufficient instructional time necessary for content mastery and provide instructional blocks for each grade level and content area.
- ☒ The proposed school calendar and academic schedule(s) provide at least 900 hours (elementary) and 990 hours (secondary) of in-person instruction and/or remote learning for all students. (Such time may include synchronous and/or asynchronous instruction.)

- ☒ The proposed school calendar and academic schedule(s) define instructional time for students as time in the school day devoted to instruction and instructional activities under the direction of certified school employees. (Such time may include synchronous and/or asynchronous instructional activities.)
- ☒ Clearly defined systems for tracking attendance and instructional time will be implemented to ensure student engagement in remote instruction.
- ☒ The LEA acknowledges that it must provide Free and Appropriate Public Education (FAPE) during this pandemic-related emergency.
- ☒ The proposed school calendar and academic schedule(s) ensures ESL services for English Learners.
- ☒ Clearly defined and ongoing systems for evaluating the quality and outcomes of instructional delivery will be implemented, at least quarterly, and necessary adjustments will be made when data highlight concerns about quality, equity, and/or lack of progress in student learning.

Name of Local Education Agency: Derry Township School District

Signature of Chief School Administrator: 

Date: 8/10/2020

Signature of Governing Body President: 

Date: 8/10/2020

Date Approved at Board Meeting: 8/10/2020

Please scan and submit this entire signed document, the proposed weekly schedule, and a copy of the board minutes at which such schedule was approved to RA-EDContinuityofED@pa.gov.

Any questions can be submitted to RA-EDContinuityofED@pa.gov.

#2 complete response:

Derry Township School District is a 1:1 technology environment for students. Every student in grades K-12 whether choosing remote learning or in-person hybrid learning to start the school year, will be issued an iPad to access remote learning. Verizon Sim cards will be provided to families needing Internet access.