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**Derry Township School District  
Board of Directors Meeting  
March 11, 2019  
Summary Minutes - XVI**

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**1. OPENING ITEMS**

**a. Call to Order**

**Minutes**

Mrs. Sicher called the meeting to order at 7:00 pm.

**b. Roll Call**

**Members in Attendance:** John Abel, Kathy Sicher, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Tricia Steiner, Terry Singer

**Member Absent:** Donna Cronin

**Non-Voting Members in Attendance:** Joe McFarland, Mike Frentz

**Staff/Public in Attendance:** Dan Tredinnick, Jason Reifsnyder, Dr. Stacy Winslow, Barb Clouser, Michelle Kindt, Tracy Brown

**c. Flag Salute**

**d. Approval of Board of Directors Agenda**

Approval of the March 11, 2019 Derry Township School District Board of Directors Agenda.

**Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the agenda for the evening's meeting was approved.

*Vote Results*

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

**2. INFORMATIONAL AND PROPOSALS**

**a. Students of the Month Recognition**

**Minutes**

Mr. Smith introduced the students of the month for March:

- Maliyah Paynter
- Charles Fackler

**b. Presentation: Link Crew**

**Minutes**

Mrs. Clouser and Mrs. Kindt updated the Board on their work with Link Crew.

**c. Presentation: AIA Update**

**Minutes**

Ashely Tedor provided an update on the services AIA has provided over the past year.

**d. Presentation: Proposed 2019-2020 School Calendar****Minutes**

Mr. McFarland reviewed the proposed 2019-2020 School Calendar.

**e. President Communications****Minutes**

Mrs. Sicher announced that the Board met in Executive Session for a special session on March 4, 2019 and the Board also met in Executive Session prior to this meeting to discuss certain working sessions.

**f. 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 are asked to come to the microphone and state your name and address 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. Speakers are asked to review the protocol for addressing the Board which can be found at the sign in table prior to speaking. Those wishing to present private concerns or questions needing follow-up outside of the Board meeting are asked to fill out a contact card, which can be found at the podium. Completed cards may be turned in to members of the administration to facilitate a reply.

**Minutes**

The following citizens were recognized by the Board of Directors:

- None

**g. Standing Committee Meeting Report****Minutes**

There were no standing committee reports.

**h. Student Representatives' Report**

As per Board Policy 004.1, the purpose of having two non-voting Student Representatives on the Board is to establish a communication link between the Board of School Directors and the student body of Hershey High School. The position will serve in presenting the students' viewpoints to the Board.

**Minutes**

Mr. Gavazzi and Mr. Mongia reported on activities that occurred in the District over the last two weeks.

**i. Community Correspondence Report****Minutes**

Mr. Tredinnick reported that there were 8 community correspondence submissions for the month of February.

**j. Anticipated Agenda Items for the Next Board of Directors Meeting**

The following items will be on the Agenda for the March 25, 2019 Public Board of Directors Meeting:

1. Approval of March 11, 2019 Board of Directors Summary Minutes
2. Presentation: Safe and Supportive Schools Update
3. Presentation: PA Council on the Arts - State Poetry Out Loud
4. National School Breakfast and Lunch Program - High School
5. Approval to Renew Multifunction Printer Fleet Lease
6. Approval of Elementary iPad Refresh Lease Proposal
7. Requests for the Use of Facilities
8. Personnel
9. Staff Development

#### **Minutes**

The anticipated agenda items for the March 25, 2019 Public Board of Directors Meeting were reviewed.

### **3. UNFINISHED BUSINESS**

### **4. CONSENT AGENDA ITEMS**

Adoption of items of routine nature and those that normally do not require public deliberations on the part of the Governing Board. A Board Member may pull items which will then be discussed and voted on separately.

#### **Minutes**

Mrs. Haverstick asked that item "d" Approval of Field Trip/Excursion - Speech and Debate Club be voted on separately. Following a motion by Mr. Singer and seconded by Mrs. Memmi items a,b,c,e,f and g of the consent agenda were approved.

#### *Vote Results*

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**Yea:** 8 John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

**Abstain:** 0

**Not Cast:** 1 Donna Cronin

#### **a. Approval of February 25, 2019 Summary Board of Directors Meeting Minutes**

#### **b. Approval of Field Trip/Excursion - Orchestra**

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

<b>Group:</b>	<b>Orchestra</b>
<b>Number of Participating Students:</b>	1
<b>Grade Level:</b>	12
<b>Destination:</b>	Pittsburgh, PA
<b>Purpose:</b>	PMEA All State Festival

<i>Depart:</i>	April 3, 2019
<i>Return:</i>	April 6, 2019
<i>Trip Leader:</i>	Greg Woodbridge

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

**c. Approval of Field Trip/Excursion - Middle School Mathcounts**

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

<b><i>Group:</i></b>	<b>Hershey Middle School Mathcounts</b>
<i>Number of Participating Students:</i>	4
<i>Grade Level:</i>	6-8
<i>Destination:</i>	Harrisburg, PA
<i>Purpose:</i>	State Mathcounts Finals
<i>Depart:</i>	March 15, 2019
<i>Return:</i>	March 16, 2019
<i>Trip Leaders:</i>	Dave Yingst, Dave Cavic

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

**d. Approval of Field Trip/Excursion - Speech and Debate Club**

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

<b><i>Group:</i></b>	<b>Speech and Debate Club</b>
<i>Number of Participating Students:</i>	5
<i>Grade Level:</i>	9-12
<i>Destination:</i>	Bloomsburg University Bloomsburg, PA
<i>Purpose:</i>	To Participate in State Speech and Debate Competition
<i>Depart:</i>	March 15, 2019
<i>Return:</i>	March 16, 2019
<i>Trip Leader:</i>	Maxine True

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 Mrs. Memmi and a second by Ms. Drew the Field Trip/Excursion for Speech and Debate club was approved.

Vote Results

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**Yea:** 8 John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner

**Nay:** 0

**Abstain:** 0

**Not Cast:** 1 Donna Cronin

**e. Request for the Use of School Facilities**

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

**Group:** Hershey Soccer Club

**Date/Time:** April 7, 14, 2019  
10:00 a.m. - 8:00 p.m.

**Requested Facility:** 322 Turf Field, HS Multi-Purpose Fields A&B

**Event:** Hershey Cup Soccer Travel Program Tryouts

**Fees:** 322 Turf Field: \$35.00/hour (Approximately \$700.00)  
HS Multi-Purpose Fields A&B: \$25.00/hour/field (Approximately \$1,000.00)  
Turf Field Manager: \$42.41/hour (Approximately \$848.20)  
**Total Fees: Approximately \$2,548.20**

**Group:** Hershey Soccer Club

**Date/Time:** May 25, 2019  
8:00 a.m. - 8:00 p.m.  
May 26, 2019  
8:00 a.m. - 6:00 p.m.

**Requested Facility:** 322 Turf Field, Memorial Field, 2 Middle School Grass Fields, High School Multi-Purpose Field A&B

**Event:** Hershey Memorial Day Challenge Soccer Tournament 2019

**Fees:** 322 Turf Field Rental: \$35.00/hour (Approximately \$770.00)  
Memorial Field, 2 Middle School Grass Fields, High School Multi-Purpose Fields A&B: \$25.00/hour/field (Approximately \$2,750.00)  
Turf Field Manager: \$42.41/hour (Approximately \$933.02)  
Custodian: \$39.95/hour (Approximately \$878.90)  
**Total Fees: Approximately \$5,331.92**

**Group:** Hershey Soccer Club

**Date/Time:** June 15, 2019  
8:00 a.m. - 6:00 p.m.  
June 16, 2019

8:00 a.m. - 5:00 p.m.

*Requested Facility:* 322 Turf Field, Football/Track Turf Field, Memorial Field, Middle School Grass Fields A&B, High School Multi-Purpose Fields A&B

*Event:* Hershey Summer Classic Soccer Tournament 2019

*Fees:* Rental of 2 Turf Fields: \$35.00/hour/field (Approximately \$1,300.00)  
Memorial Field, 2 Middle School Grass Fields, High School Multi-Purpose Fields A&B: \$25.00/hour/field (Approximately \$2,375.00)  
2 Turf Field Managers: \$42.41/hour/field (Approximately \$1,611.58)  
Custodian: \$39.95/hour (Approximately \$759.05)  
Total Fees: Approximately \$6,045.63

***Group:*** **Hershey Soccer Club**

*Time/Date:* August 10, 2019  
8:00 a.m. - 6:00 p.m.

August 11, 2019  
8:00 a.m. - 5:00 p.m.

*Requested Facility:* 322 Turf Field, Football/Track Field, Memorial Field, Middle School Grass Fields A&B, HS Multi-Purpose Fields A&B

*Event:* Hershey Cup Soccer Tournament 2019

*Fees:* Rental of 2 Turf Fields: \$35.00/hour/field (Approximately: \$1,300.00)  
Memorial Field, 2 Middle School Grass Fields, High School Multi-Purpose Fields A&B: \$25.00/hour/field (Approximately \$2,375.00)  
2 Turf Field Managers: \$42.41/hour/field (Approximately: \$1,611.58)  
Custodian: \$39.95/hour (Approximately: \$759.05)  
Total Fees: Approximately \$6,045.63

**f. Request for the Use of School Facilities with Waiver**

The Administration recommends the approval of the following Request for the Use of School Facilities with waiver:

***Group:*** **Hershey Girls Softball Association**

*Date/Time:* March 12, 2019 - October 31, 2019  
Tuesdays  
5:00 p.m. - 8:00 p.m.  
Saturdays  
3:00 p.m. - 9:00 p.m.

*Requested Facility:* South Softball Field  
*Event:* Softball Practices, Games  
*Fee:* \* South Field: \$25.00/hour (Approximately \$6,750.00)  
 \* Request for Waiver of Facility Fee: Approximately \$6,750.00  
(See attached letter)

***Group:*** Capital Crush Softball  
*Date/Time:* Sundays  
 March 17, 2019 - October 31, 2019  
 5:00 p.m. - 9:00 p.m.  
*Requested Facility:* South Softball Field  
*Event:* Softball Practices, Games  
*Fee:* \* South Field: \$25.00/hour (Approximately \$2,800.00)  
 \* Request for Waiver of Facility Fee: Approximately \$2,800.00  
(See attached letter)

***Group:*** Hershey Wrestling Booster Club  
*Date/Time:* March 23, 2019  
 2:00 p.m. - 5:00 p.m. (set up)  
 March 24, 2019  
 6:00 a.m. - 6:00 p.m.  
*Requested Facility:* High School Gym, Mat Room, Kitchen  
*Event:* Freestyle/Greco Roman Wrestling Tournament  
*\*Fees:* Kitchen Staff: Cost per HESPA Contract  
 Custodial Fee: \$39.95/hour (Approximately \$858.93)  
 \* Gym Fee: \$80.00/hour (Approximately \$960.00)  
 \* Kitchen Rental: \$80.00/hour (Approximately \$960.00)  
 \* Mat Room Fee: \$80.00/hour (Approximately \$960.00)  
 Total Fees: \$3,738.93 (Approximate)  
 \* Request for Waiver of gym, mat room, and kitchen fees: Approximately \$2,880.00  
(See attached letter)

**g. Announcement of Staff Development Conference**

<b><i>Staff Members:</i></b>	<b>Julee Brown, Carolyn Merrill, Angela Persing, Amanda Peters, Leanne Shoemaker</b>
<b><i>Conference:</i></b>	<b>Learning and the Brain</b>
<b><i>Location:</i></b>	<b>New York, NY</b>



<i>Dates:</i>	May 3, 2019
<i>Additional Expenses:</i> (Conference Previously Approved February 25, 2019)	\$199.00 (each) Pre-Conference Workshop

## 5. NEW BUSINESS

### a. Approval of Proposed 2019-2020 School Calendar

The Administration recommends the Board approve the proposed 2019-2020 School Calendar.

#### Minutes

Following a motion by Mrs. Memmi and a second by Ms. Drew the 2019-2020 School Calendar was approved.

#### Vote Results

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

### b. Approval of Hershey Theatre Venue Agreement for the 2019-2020 High School Commencement

The Administration recommends the approval of the Hershey Theatre Venue Use Agreement for the 2019-2020 Hershey High School Commencement Ceremony.

#### Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Steiner the Hershey Theatre Venue Agreement for the 2019-2020 Hershey High School Commencement Ceremony was approved.

#### Vote Results

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

### c. Derry Township Tax Collection

The Administration recommends the Board deny the request for the Hershey Community Chorus to be excepted from Amusement Tax.

#### Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Steiner the request by the Hershey Community Chorus to be excepted from Amusement Tax was denied.

#### Vote Results

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

**d. Warehaus Agreement Amendment**

The Administration recommends the Board approve the Amendment to the Warehaus Agreement concerning the Granada Avenue Building Project in the amount of \$36,800.

**Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the Amendment to the Warehaus Agreement concerning the Granada Avenue Building Project in the amount of \$36,800 was approved.

*Vote Results*

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

**e. Request to Bid Chiller Replacement/Installation**

The Administration recommends the Board approve the Administration solicit bids for:

- Granada Property/Medical Center Building - Install Chiller
- Elementary Gym - Install 3 Air conditioning/dehumidification Units

**Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the Board approved to solicit bids for:

- Granada Property/Medical Center Building - Install Chiller
- Elementary Gym - Install 3 Air Conditioning/dehumidification units

*Vote Results*

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

**f. Personnel - Resignations**

The Administration recommends the approval of the following resignations:

**Act 93:**

**Lehrian, Linda**

Administrative Assistant to the Superintendent  
District Office

Reason: Retirement

Effective: 07/05/2019

**Professional:**

**Kleinfelter, Bethany**

Grade 5 Teacher

Intermediate Elementary School

Reason: Personal

Effective: 05/03/2019

**Classified:**

**Farrell, Muriel**

Paraprofessional

High School

Reason: Retirement

Effective: At the end of the 2018-2019 school year

**Lucas, Theresa**

Administrative Assistant

Middle School

Reason: Retirement

Effective: 06/13/2019

**Minutes**

Following a motion by Ms. Drew and a second by Mrs. Memmi the Personnel - Resignation items were approved.

*Vote Results*

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

**g. Personnel - General**

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

**Classified Staff:**

**Keyes, Carol** (replacing Cynthia McCurdy)

General Food Service Worker

Middle School

Level A: 4.0 hours per day

Salary: \$13.11 per hour

Effective: 03/12/2019

**Wolf, Crystal** (new position)

Cafeteria/Recess Aide

Early Childhood Center

Level A: 3.0 hours per day

Salary: \$13.79 per hour

Effective: 03/12/2019

**Woodfin, Floyd Regan**

Substitute Cafeteria/Recess Aide  
Elementary School  
Salary: \$12.12 per hour  
Effective: 03/12/2019

**Transfer of Classified Staff:****Stevens, Ashley\***

From: General Food Service Worker  
High School  
To: Substitute General Food Service Worker  
District-wide  
Salary: \$11.38 per hour  
Effective: 02/25/2019 (retroactive)

**Limited Service Contracts:****Casey, Alanna**

Head Varsity Girls' Soccer Coach  
High School  
Group C, Step 9  
Salary: \$5,117  
Effective: 03/12/2019

**Hromyak, Janelle\***

Department Coordinator - ESL  
District-wide  
Salary: \$2,000  
Effective: 03/12/2019

**Jones, Marquis\***

Summer School Supervisor  
Elementary School  
Group H, Step 1  
Salary: \$1,196  
Effective: 03/12/2019

**MacColl Nicholson, Janet**

Assistant Track and Field Coach  
Middle School  
Group G, Step 14  
Salary: \$3,079  
Effective: 03/12/2019

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

**Minutes**

Following a motion by Mrs. Memmi and a second by Mrs. Steiner the Personnel - General items were approved.

#### Vote Results

<b>Yea:</b>	8	John Abel, Lindsay Drew, Judy Haverstick, Maria Memmi, Lewis Shaw, Kathy Sicher, Terry Singer, Tricia Steiner
<b>Nay:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Donna Cronin

## 6. DELEGATE REPORTS

### a. CAIU

#### Minutes

Mrs. Sicher noted the CAIU report was attached.

### b. Derry Township Tax Association

#### Minutes

Mrs. Steiner attached her report for the Derry Township Tax Association.

### c. PSBA

#### Minutes

Ms. Drew attached her PSBA Delegate report.

## 7. SPECIAL REPORTS

### a. Board Members' Report

#### Minutes

The following Board members provided reports:

- Mr. Abel reported that the Downtown Hershey Association meeting was held on March 4, 2019
- Mrs. Haverstick thanked the Trojan Foundation for the Taste of Hershey event

### b. Superintendent's Report

#### Minutes

Mr. McFarland thanked the cast and crew of *Anything Goes* for a great performance.

### c. Board President's Report

#### Minutes

Mrs. Sicher reported on her experience at the All Things Diversity meeting held last week.

## 8. RECOGNITION OF CITIZENS

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

#### Minutes

The following citizens were recognized by the Board of Directors:

- None

## 9. ADJOURNMENT

**Minutes**

Following a motion by Mrs. Memmi and a second by Ms. Drew the meeting was adjourned at 8:37 pm.

Respectfully submitted,

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Michael Frentz  
Secretary to the Board  
Approved March 25, 2019

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Kathy Sicher  
President of the Board of Directors

**Derry Township School District**  
**School Board Meeting**  
March 11, 2019

**Please Sign In AND Print Your Name**

*Signature*

Daniel B Tredinnick

*Printed Name*

Dan Tredinnick

*Signature*

Barbara Clouser

*Printed Name*

Barbara Clouser

*Signature*

Michelle M. Kindt

*Printed Name*

Michelle Kindt

*Signature*

Tracy Brown

*Printed Name*

Tracy Brown

*Signature*

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*Signature*

*Printed Name*



## VENUE USE AGREEMENT

**THIS VENUE USE AGREEMENT ("Agreement")** is entered into on March 8, 2019, by and between HERSHEY ENTERTAINMENT & RESORTS COMPANY, a Pennsylvania corporation with its principal place of business at 27 W. Chocolate Avenue, Hershey, Pennsylvania 17033 (hereinafter referred to as "HE&R") as agent for THE M.S. HERSHEY FOUNDATION, a charitable trust with offices located at 63 West Chocolate Avenue, Hershey, Pennsylvania 17033 (hereinafter referred to as "MSHF") and Hershey High School, 30A E. Granada Ave., Hershey, PA 17033, (hereinafter called **HERSHEY HIGH SCHOOL**).

### **BACKGROUND:**

MSHF operates several assets in Hershey, Pennsylvania including, but not limited to, Hershey Theatre, which is located in the Township of Derry, Pennsylvania ("HERSHEY THEATRE"), and

MSHF has contracted with HE&R to serve as its agent in operating HERSHEY THEATRE. The Agreement between MSHF and HE&R authorizes HE&R to, among other things, enter into agreements for entertainment events at HERSHEY THEATRE, and

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

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

### **1. EVENT INFORMATION:**

EVENT:	HERSHEY HIGH SCHOOL COMMENCEMENT
EVENT DATE:	Wednesday, June 3, 2020
EVENT TIME:	7:00 PM
DOORS OPEN:	5:00 PM
LOAD-IN:	Any time after 6:00 AM on Event Date
LOAD-OUT:	Immediately after event concludes on Wednesday, June 3, 2020

### **2. FEE / DEPOSIT:**

HOUSE FLAT FEE:	In consideration for the use of HERSHEY THEATRE, HERSHEY HIGH SCHOOL agrees to pay HE&R a fee of <b>THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), PLUS ALL EXPENSES</b> . All monies are payable in United States currency at settlement on the day of Event, or immediately upon receipt of invoice following Event.
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The house flat includes the following expenses: Venue rent, box office staff, ushers, ticket takers, security, EMT's/First Aid, cleaning/utility,



HERSHEY THEATRE production systems, and HERSHEY THEATRE equipment.

The house flat charge does not include the following expenses: Advertising, SESAC/BMI/ASCAP/GMR fees, stagehands, riggers, electrician, piano tuning, insurance, production crew, specific performances licenses, transportation, fork lift with operator, lodging, telephones, internet service, towels & laundry, runners, event credit card charges and catering.

DEPOSIT:

A deposit of **ONE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$1,750.00)** is due and payable to HE&R in United States currency upon signing of this Agreement. HERSHEY HIGH SCHOOL agrees to forfeit full deposit if the Event is cancelled or postponed. In addition, HE&R shall be reimbursed for all management expenses and other incurred expenses.

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

3. **TICKET SALES / BOX OFFICE:**

- 3.1. HE&R shall at all times maintain control and direction of HERSHEY THEATRE Box Office ("Box Office"), Box Office personnel until settlement.
- 3.2. HERSHEY HIGH SCHOOL agrees to pay for all related Box Office services associated with the Event as set forth in Paragraph 3.3 below.
- 3.3. HE&R retains the right, up to the time of settlement, to provide ticket refunds for due cause in keeping with the HE&R's policy of retaining a good public image. Such refunds shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible or failure of act to appear or go on stage within reasonable time of schedule provided by HERSHEY HIGH SCHOOL.

TICKET PRICES: HERSHEY HIGH SCHOOL agrees that all tickets shall be complimentary.

MANIFEST: The manifest will include exactly 1,904 tickets. HE&R will have an adequate supply of tickets available for the Event as indicated on the manifest to be agreed upon by HERSHEY HIGH SCHOOL and HE&R.

BOX OFFICE CHARGE: HERSHEY HIGH SCHOOL agrees to pay **TWO HUNDRED DOLLARS (\$200.00)** for Box Office services unless special services, cancellations, etc., necessitates added costs to HE&R.

CREDIT CARD FEES: THIS PARAGRAPH INTENTIONALLY DELETED

FACILITY FEE: THIS PARAGRAPH INTENTIONALLY DELETED

TAXES: THIS PARAGRAPH INTENTIONALLY DELETED

TICKET HANDLING FEES: THIS PARAGRAPH INTENTIONALLY DELETED

TICKETMASTER: THIS PARAGRAPH INTENTIONALLY DELETED

4. **CONCESSIONS / MERCHANDISE / PARKING:**

- 4.1. HE&R reserves the exclusive right to control concessions, including, but not limited to, food, beverage, parking, and all catering functions.

- 4.2. Food and beverage is not permitted in the auditorium of HERSHEY THEATRE at any time. Additional clean-up charges will be assessed if necessary
- 4.3. THIS PARAGRAPH INTENTIONALLY DELETED
- 4.4. THIS PARAGRAPH INTENTIONALLY DELETED
- 4.5 HE&R has final approval of all merchandise displays or product sold within HERSHEY THEATRE. If vendors other than HERSHEY THEATRE vendors are used, HERSHEY HIGH SCHOOL agrees that they will be dressed appropriately in keeping with HE&R's policy of creating a good public image and abide by all HERSHEY THEATRE rules and policies

5. **USE OF HERSHEY THEATRE / CONDITIONS / RESTRICTIONS:**

- 5.1. HERSHEY HIGH SCHOOL shall provide HE&R at least fifteen (15) business days before the first day of the Event, a full and detailed outline for approval by HE&R of all Event and rider requirements, including stage, seating setups, and all such other information as may be required by HE&R concerning the Event.
- 5.2. Events at HERSHEY THEATRE shall end no later than 11:00 PM. HERSHEY HIGH SCHOOL covenants and agrees that the Event will not continue beyond the time specified above, Eastern Standard Time or Eastern Daylight Saving Times, whichever is then in use, and further agrees that should such Event continue beyond such time, HERSHEY HIGH SCHOOL shall pay to HE&R, above and beyond that set forth in Paragraph 2 hereof, the sum of Five Hundred Dollars (\$500.00) for each hour, or any fraction thereof, that the Event extends beyond the aforesaid time.
- 5.3. THIS PARAGRAPH INTENTIONALLY DELETED
- 5.4. HERSHEY HIGH SCHOOL acknowledges that Pennsylvania has a public No Smoking law which prohibits anyone from smoking inside buildings. HERSHEY HIGH SCHOOL agrees to abide by and actively enforce the No Smoking law inside HERSHEY THEATRE.
- 5.5. HERSHEY HIGH SCHOOL agrees that no tickets will be distributed unless HE&R receives in advance of the scheduled Event, a signed copy of this Agreement, technical rider, and insurance certificate.
- 5.6. In addition to the amounts listed above, HERSHEY HIGH SCHOOL shall pay and reimburse HE&R for all other expenses, all necessary staffing, and any and all help necessary for the Event. HE&R retains the right to determine the appropriate source and number of all staff and security personnel to operate the Event. The amount of the reimbursable expense, covered by this Paragraph shall include the cost referred to on the attached staffing and services estimate, identified as Event Estimate, which by this reference is incorporated herein, and shall be paid no later than the time of settlement for the Event or such earlier time as is specified by HE&R. The amounts reflected on the attached Event Estimate staffing and services estimate are based on information provided to HE&R at the formation of this Agreement and are subject to change.
- 5.7. HERSHEY HIGH SCHOOL is responsible for the proper use and care of HERSHEY THEATRE. HERSHEY HIGH SCHOOL agrees to pay for the cost of any damage or repairs that may be necessary as a result of the use of HERSHEY THEATRE by HERSHEY HIGH SCHOOL, reasonable wear and tear customary for such Event excepted.
- 5.8. Any special events or performances, including, but not limited to skating, biking, use of lasers, fireworks/pyrotechnics, water, animals, and the like, must be approved by HE&R in writing sixty (60) days prior to event. Failure to comply with this Paragraph is a material breach of this Agreement and grounds for immediate termination without notice or opportunity to cure.
- 5.9. Parking lots adjacent to HERSHEY THEATRE are not available for use on weekdays prior to 5:00 PM. Vehicles parked in these adjacent lots during the stated times are subject to towing at vehicle owner's sole expense. Under no circumstances are parking spaces marked "reserved", "company car", or "HET" to be used.
- 5.10. HERSHEY HIGH SCHOOL is not permitted to bring into HERSHEY THEATRE, or have delivered to HERSHEY THEATRE, any outside food or beverage.

5.11. HERSHEY HIGH SCHOOL agrees that HE&R shall not be responsible for preventing public from entering HERSHEY THEATRE during load-in or rehearsals. HERSHEY HIGH SCHOOL must arrange for and reimburse HE&R for additional security, if required. Additional security shall be required to abide by the terms and conditions set forth in this Agreement, and HERSHEY HIGH SCHOOL shall indemnify and hold harmless HE&R from any and all Claims (as defined in Paragraph 7.1 below) that arise as a result of this additional security.

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

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

5.14. HE&R shall manage and control the operation of HERSHEY THEATRE at all times, including but not limited to enforcement of all rules and regulations and/or applicable law.

**6. ALTERATIONS:**

6.1. HERSHEY HIGH SCHOOL shall make no alterations or improvements of, or attachments of any kind to HERSHEY THEATRE, without the prior approval of HE&R, which may be withheld or conditioned in its sole discretion.

6.2. HE&R may, at any time, remodel, make alterations, additions, improvements, and repairs to the whole or any part of HERSHEY THEATRE.

**7. INDEMNIFICATION:**

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

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

**8. INSURANCE:**

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

- (i) Commercial General Liability Insurance (including coverage for intellectual property infringement claims) for limits of not less than Three Million Dollars (\$3,000,000.00) combined single limit for each single occurrence and Five Million Dollars (\$5,000,000.00) aggregate;
- (ii) Statutory Workers' Compensation and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00); and
- (iii) Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) combined and covering all owned, non-owned and hired vehicles;

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

#### 9. **FORCE MAJEURE EVENTS:**

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

#### 10. **NOTICE OF BREACH:**

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

#### 11. **ADVERTISING / SIGNS / POSTERS:**

- 11.1. If advertising is placed by HE&R, HE&R shall receive a fifteen percent (15%) handling charge of the total amount of advertising dollars spent for the Event. If HE&R does not place any advertising, there will not be a charge.
- 11.2. If advertising is not placed by HE&R, all advertising must be submitted to HE&R for review and approval before placement.
- 11.3. HERSHEY HIGH SCHOOL agrees to use the HE&R approved HERSHEY THEATRE logo on all printed advertisements.
- 11.4. HERSHEY HIGH SCHOOL will not post or allow to be posted, any signs, cards or posters except upon such display areas as HE&R may provide. Use of such areas is a non-exclusive right. All material is subject to prior written approval of HE&R. HE&R retains the right to sell and receive advertising monies and sponsorships relating to the venue, as it deems appropriate in its sole discretion.

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

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

11.7. Only decorative, securely anchored Helium balloons are permitted in HERSHEY THEATRE. Balloon removal will be an additional expense to HERSHEY HIGH SCHOOL.

## **12. COPYRIGHT LICENSES / PERMISSION:**

12.1. HERSHEY HIGH SCHOOL represents and warrants to HE&R that all copyright or trademark protected programming/content, including but not limited to choreography, music or dramatic elements, to be presented during the Event is owned by HERSHEY HIGH SCHOOL or has been duly licensed to HERSHEY HIGH SCHOOL by the owners of all respective intellectual property, or their representatives. In addition, HERSHEY HIGH SCHOOL shall obtain, at its own expense, any licenses and pay any royalties which HERSHEY HIGH SCHOOL may owe for the sale or distribution of copyright or trademark protected material during the Event. If music is involved, HERSHEY HIGH SCHOOL agrees to pay all music license fees, such as SESAC, ASCAP, BMI and GMR fees, as necessary. In the event HERSHEY HIGH SCHOOL does not pay the applicable music license fees, HE&R will withhold such fees from the Event settlement amount and pay the appropriate performing rights organizations. HERSHEY HIGH SCHOOL further agrees to indemnify, defend, and hold harmless the HE&R Indemnities from and against any and all Claims that may arise in connection with HERSHEY HIGH SCHOOL representations, warranties, and obligations set forth in this Paragraph, including any fines, interest, or penalties assessed by third-parties.

## **13. ANNOUNCEMENTS:**

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

## **14. SERVICES PROVIDED:**

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

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

## **15. PUBLIC SAFETY:**

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

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

15.3. Loading doors are for loading and unloading only. HERSHEY HIGH SCHOOL shall not permit, or be permitted, to use the loading door as a form of egress for performers or patrons.

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

15.5. Theatre opens sixty (60) minutes prior to show; seating opens thirty (30) minutes prior to show. In order to ensure the safety of its guests and to allow for an adequate amount of time to perform necessary security measures, Hershey Theatre will open the house at least 30 minutes prior to the curtain. No exceptions will be made. HERSHEY HIGH SCHOOL agrees that they will not interfere with any Hershey Theatre security measures and, if necessary, agree to hold the curtain a reasonable amount of time after the designated performance time to allow for such security measures to be completed.

**16. PERFORMANCE APPROVAL:**

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

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

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

**18. ASSIGNMENT:**

18.1. HERSHEY HIGH SCHOOL shall not encumber or assign this Agreement or any part thereof or sublet HERSHEY THEATRE or any portion thereof, without the prior written consent of HE&R, which may be withheld or conditioned in its sole discretion.

**19. STATUS OF PARTIES:**

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

**20. BINDING EFFECT:**

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

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

**21. GOVERNING LAW / VENUE:**

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

22. **SEVERABILITY / NO WAIVER:**

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

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

23. **SURVIVAL:**

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

24. **ENTIRE AGREEMENT:**

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

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

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

HERSHEY ENTERTAINMENT & RESORTS  
COMPANY, as agent for M.S. HERSHEY  
FOUNDATION

HERSHEY HIGH SCHOOL  
717-534-2501

\_\_\_\_\_  
Name: Vikki Hultquist  
Title: GM, Attractions & Entertainment

\_\_\_\_\_  
Name: Joseph McFarland  
Title: Superintendent -  
Derry Township School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# CAIU BOARD HIGHLIGHTS

The following actions were taken at the **February 28, 2019** meeting held at the Enola Office of the Capital Area Intermediate Unit.

## Reports/Updates

- The Board Spotlight was *Continuum of Emotional Support Services*. Dr. John Thompson, Rachel Montiel, and Keith Watson provided an overview of the Continuum of Emotional Support Services including CATES, CAMhP, Partial and Inpatient, and Clinical Psychological Services.
- Ms. Alicia McDonald, Director of Student Services, congratulated the ELECT program on their recent audit where they received a 100%. Ms. McDonald reported that Ms. Deb Genet's HS Deaf/HH class is planning a trip this spring to visit Washington D.C., to see the government in action, Gallaudet University, founded for the deaf and hard of hearing, where they will experience deaf culture, and visit Chinatown, which connects with a novel they read in Language Arts. They will also stop at a Starbucks, staffed by individuals who are deaf or hard of hearing.
- Ms. Theresa Kinsinger, Director of Organizational Services, reported on the Annual PASPA Conference taking place in Harrisburg, which provides opportunity to network with school district human resources staff. At the conference, PSERS discussed many of the upcoming changes expected to begin July 1, 2019. Ms. Kinsinger also reported that the new Communication Specialist, Amy Beaver, is doing great job promoting jobs as we are still in need of Educational Paraprofessionals. They will be attending two upcoming job fairs at local Universities.
- Mr. Brian Griffith, Director of Educational Services, reported that Tyrone Howard from UCLA would be here to speak as part of Equity Series. Many school district groups will be attending. In addition, Secretary Rivera along with a cohort superintendents group will be attending. The 4<sup>th</sup> annual Mid-Atlantic Conference on Personalized Learning (MACPL) will be held on March 13-15, 2019 at the Harrah's Resort and Conference Center, Atlantic City, New Jersey. Visit [www.macpl.net](http://www.macpl.net) for more information. About 500 people have registered. 150 of those are from local districts. Those districts that are members of CAOLA, will be attending free of charge.
- Mr. Dave Martin, Director of Technology Services, provided an update on Cyber Security. There has been several recent phishing attacks; two were significant with one successfully obtaining payroll information. AgendaManager continues to grow; approximately 37 school districts are now members.
- Mr. Greg Milbrand, Assistant Executive Director, thanked Len and his team for the snow and ice removal as well as their quick response to a recent pipe burst in the Keystone/Meadow room. We have been working with a restoration company and our insurance company. Mr. Milbrand reported on the Act 44 Competitive Grant process. We submitted a grant for \$75,000 for operational security and for internal and external professional development. Looking into a consortium wide professional development model. In addition, three categories were defined as to who would be allowed to carry firearms. Only SRO and police officers are allowed to carry, not security officers. Received recent update on Safe2Say program where it defined what is reportable at the end of the year.
- Mr. Daren Moran, Business Manager, also reported that the Act 44 process was very different. There were discussions of not making safety competitive next year. The PASBO representative reported that the budget process is going smoothly. The Governor's budget seems to have a lot of positive momentum. Doing analysis of impact of a minimum wage increase, it may cause a ripple effect. Discussion of a potential increase in EI funding. Business managers will be getting together next week at the annual PASBO conference in Hershey.
- Rennie Gibson, Board secretary reminded the Board to complete their Statement of Financial Interest Forms.



- Andria Saia, Executive Director, shared that the Executive Director's Report was available for the Boards review. She highlighted the Positive Behavioral Intervention & Supports at the Hill Top Academy and congratulated them on creating an exceptional program and atmosphere and being recognized by the state as a model program. Many other schools are using our program as a model. Kudos to Len Kapp and Rob Hoover for going above and beyond. Reported on the STEM competition. With the recent increase in attacks, we will be looking at Cyber Security on a much larger scale. Kudos to AgendaManager and CAOLA on their continued growth. Invited the Board members to attend two upcoming Equity Series hosted by the CAIU, as well as Champions for Children's annual Bingo fundraiser.

**Executive Session** – An executive session was held to discuss negotiation matters.

### **Approved Action Items**

- Appointment of Mr. William Swanson, Big Spring SD, to the CAIU Board of Directors to fill an unexpired term of February 28, 2019 - June 30, 2020
- Approval to amend the agenda to add the Proposed 2019-2022 Collective Bargaining Agreement for approval
- Approval of the Proposed 2019-2022 Collective Bargaining Agreement
- Approval to accept the resignation of Ms. Jill Stine, Newport School District, from the CAIU Board of Directors effective January 24, 2019.
- Approval of the minutes of the Capital Area Intermediate Unit Board of Directors' meeting of January 24, 2019.
- Treasurer's Report and Payment of Bills – a total of \$ 8,775,706.07 in receipts and \$ 8,535,475.79 in expenditures for January 2019.
- Summary of Operations for January 2019 showing revenues of \$54,505,637.19 and expenses of \$41,294,853.33.
- Budget Administration
  - Proposed 2018-19 Budget Revision - English as a Second Language (ESL)
  - Proposed 2018-19 Budget Revision - Gifted Technical Assistance Services
  - Proposed 2018-19 Budget Revision - Professional Services
  - Proposed 2018-19 Budget Revision - Technology Entrepreneurial
  - Proposed 2018-19 Original Budgets-Statewide System of Support
  - Proposed 2019-20 General Operating Budget (2<sup>nd</sup> Reading)
- Other Business Items
  - Contracts – February 2019
  - Approval of Calendar Modification - ACT 80 day
- Policies & Programs
  - Second Reading New Policy #823 – Naloxone
  - Second Reading Revised Policy #210.1 - Possession/Administration of Asthma Inhalers/Epinephrine Auto-Injectors
  - Second Reading Revised Policy #906 - Public Complaints
  - Second Reading Revised Policy #626 - Federal Fiscal Compliance
  - Second Reading Revised Policy #612 - Purchases Not Budgeted
  - Second Reading Revised Policy #613 - Cooperative Purchasing
  - First Reading Revised Policy - #006 – Meetings
  - First Reading, Revised Policy - #818 - Contracted Services Personnel
- Job Descriptions
  - Second Reading, Existing Position, New Description – Educational Consultant
  - Second Reading, Existing Position, New Description – Secretary, Ed Services
  - First Reading, Existing Position, Revised Description - Contracts Administrator
  - First Reading, Existing Position, Revised Description - Educational Consultant, Student Services
  - First Reading, Existing Position, Revised Description - Sign Language Interpreter
  - First Reading, Existing Position, New Description - Educational Coach, Student Services
  - First Reading, New Position, New Description - Transition Coach

- Personnel Items – See Attached Report.

#### **Executive Director's Report**

- See attached written report.

#### **President's Report**

- Mrs. Jean Rice thanked the Board members for their attendance at this morning's meeting. Special thanks to Mr. Dennis Helm and Mr. Eric Samples for participating by phone.

**NEXT MEETING: Thursday, March 28, 2019, 8:00 a.m., Board Room, CAIU Enola Office**

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## ***Personnel and Policies/Programs Highlights from the Capital Area Intermediate Unit Board of Directors' Meeting***

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**A. RESIGNATIONS:**

**AMY DRESSLER**, Payroll and Data Coordinator, Administrative Team – Human Resources, effective March 13, 2019. Reason: Personal.

**LEASUJA TALLIFERRO**, Personal Care Assistant, Emotional Support Program, effective February 15, 2019. Reason: Personal.

**B. RECOMMENDED FOR EMPLOYMENT OR CONTRACT:**

**LENA ENGLE**, Paraeducator, base salary of HS+30, Step 3, \$19,970 for 189 days of service will be prorated based on the number days/hours worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.

**NICOLE FICKES**, Paraeducator, base salary of MHW Bachelors, Step 3, \$32,049 for 189 days of service will be prorated based on the number days/hours worked with additional new hire days as required. This is a new position funded through the United Methodist Home for Children budget.

**CLAIRE JONES**, Temporary Professional, base salary of Masters, Step 6, \$53,733 for 189 days of service will be prorated based on the number of days/hours worked with additional new hire days as required. This is a new position funded through the MAWA budget.

**JULIA KELLO**, part-time Paraeducator, base salary of HS+30, Step 2, \$18,897 for 189 days of service will be prorated based on the number days/hours worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.

**CHRISTA MCMAHON**, part-time Paraeducator, base salary of HS+30, Step 4, \$20,681 for 189 days of service will be prorated based on the number days/hours worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.

**KAYLA MOHLER**, Paraeducator, base salary of HS, Step 1, \$16,892 for 189 days of service will be prorated based on the number days/hours worked with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.

**EMILY REESE**, part-time Long Term Substitute Temporary Professional, base salary of Masters, Step 1, \$49,738 for 189 days of service will be prorated based on the number of days/hours worked with additional new hire days as required. This is a replacement position funded through the OT/PT budget.

**CARISSA THROCKMORTON**, Temporary Professional, base salary of Masters, Step 2, \$50,238 for 189 days of service will be prorated based on the number of days/hours worked with additional new hire days as required. This is a replacement position funded through the MAWA budget.

**C. CHANGES OF STATUS:**

**ELIZABETH CAPPELLO**, from Teacher to Special Projects Coordinator, Educational Services Team, effective February 18, 2019. Change of status results in a change of salary to \$56,650 for 12 months of service and will be prorated for 95 days through June 30, 2019. This is a new position funded through the Professional Services and MACPL budgets.

**LISA KLINGLER**, from Assistant Supervisor, to Program Supervisor, ANPS Program, effective March 11, 2019. Change of status results in a change of salary to Act 93 Grade 3, \$113,311 for 12 months of service and will be prorated for 80 days through June 30, 2019.

**LAUREN ROYER**, Professional, from full-time to part-time status, effective February 4, 2019.

**LYNNEA SUMMERSCALES**, Paraprofessional, from part-time to full-time status, effective February 4, 2019.

**D. CHANGES OF SALARY:**

**ELIZABETH DEAVEN**, Hiring and Employment Coordinator, payment of \$200 stipend. With the resignation of the Payroll and Data Coordinator, employee will be processing payroll beginning with the February 28, 2019 pay and will receive the stipend for every payroll she processes.

**E. LEAVES OF ABSENCE:**

**PATRICE BIXLER**, Educational Coach, Student Services Team, leave of absence effective December 19, 2018 – February 22, 2019. Leave is requested using accumulated paid leave for a total of 34 days and is in accordance with CAIU and FMLA policies.

**BARBARA FREY**, Long Term Substitute Professional, leave of absence effective November 19, 2018 – December 4, 2018. Leave is requested using accumulated paid leave time for a total of 4.5 paid days and without pay for a total of 3.5 unpaid days. Leave is requested in accordance with CAIU and FMLA policies.

**SHARON KELLO**, Professional, leave of absence effective January 3, 2019 – January 14, 2019. Leave is requested using accumulated paid leave for a total of 8 days and is in accordance with CAIU and FMLA policies.

**LISA KLINGLER**, Assistant Supervisor, ANPS Program, intermittent FMLA leave through February 4, 2020. Leave is requested in accordance with CAIU and FMLA policies.

**JENNIFER KRAUS**, Paraeducator, leave of absence effective December 6, 2018 – December 21, 2018. Leave is requested using accumulated paid leave for a total of 12 days and is in accordance with CAIU and FMLA policies.

**MARIA LAZZAREVICH**, Speech and Language Clinician, Early Intervention Program, unpaid leave of absence effective through the remainder of the 2018-2019 school year. Leave is requested in accordance with CAIU policy and procedure.

**ANGELA PRESTON**, Professional, intermittent FMLA leave through February 1, 2019. Leave is requested in accordance with CAIU and FMLA policies.

**LINDSEY SCHUE**, Maintenance Technician, Administrative Team – Operations, leave of absence effective January 21, 2019 – February 6, 2019. Leave is requested using accumulated paid leave for a total of 12 days and is in accordance with CAIU and FMLA policies.

**TRACY SHANK**, Coordinator, Educational Services Team, leave of absence effective January 2, 2019 – January 23, 2019. Leave is requested using accumulated paid leave for a total of 15 days and is in accordance with CAIU and FMLA policies.

# Executive Director's Report

## February 28, 2019

### PROGRAM SPOTLIGHT

On January 31 Hill Top received a visit from PaTTAN to assess the fidelity of their implementation of Positive Behavioral Intervention & Supports at the school. Hill Top Academy is proud to share that they received a score of 98/100 on the assessment, and are now officially recognized as a Tier I PBIS school. The PaTTAN team was so impressed that they asked to take pictures and artifacts from Hill Top to share with other PBIS candidate schools. Hill Top will be formally recognized at the PAPBS Implementers' Forum with a PBIS banner on May 14 at the Hershey lodge!



### NEWS

#### STUDENT SERVICES

##### **Deaf/HH Class Trip to DC**

- Ms. Deb Genet's HS Deaf/HH class is planning a trip this spring to visit Washington D.C. where they will experience deaf culture, see the government in action, and visit Chinatown, which connects with a novel they read in Language Arts. They plan to travel by train and make their first stop at a Starbucks staffed by individuals who are deaf or hard of hearing. They will then travel to Gallaudet University and tour the campus. After eating lunch at the university, the class will tour the U.S. Capitol building and travel to the Archives to view the Declaration of Independence. They will end their trip with a visit to Chinatown to explore the sights and culture of the surrounding neighborhood. This trip will allow our students to get a firsthand look at a business and a university where people who are deaf or hard of hearing are thriving in their positions. Additionally, the class will have the opportunity to learn about traveling in a large city and the various means of transportation that are available. This trip will be a very new experience for our students who have never been to our nation's capital.

##### **Program Director ~ Pupil Services**

- School age student services administration and coaches are reviewing English Language Arts and Math curriculum with multiple vendors including; McGraw-Hill, Houghton Mifflin Harcourt and Pearson Scott-Foresman. The plan is to implement a new K-12 curriculum in both ELA and Math for the 2019-2020 school year
- Our summer academy schedule will be complete by the end of February. Guest speakers include Dr. Peg Dawson discussing executive functioning skills and Rosie Mann explaining trauma and restorative practices.
- The CAIU is the host site for a Social Emotional Development and Character Development course on March 6-7, 2019.

##### **ELECT Program**

- The CAIU ELECT program recently had a "desk audit" of the program. The desk audit consisted of a Zoom meeting with PDE and Department of Human Services representatives. The result of the audit is that the program is in compliance with all of the requirements of the grant. Over the course of last year (2017-18 school year), we served 109 pregnant and



parenting teens across Cumberland, Dauphin, and Perry counties and Northern York School District. Most of the teens start with the program when they are pregnant and remain in the program until they graduate. While most of the participants are young mothers, we do have fourteen dads in the program this year.

### **Preschool Early Intervention**

- CAIU's Early Intervention Preschool Program staff participated in a professional development day on February 14. Educational para-professionals renewed certifications in first-aid/CPR/AED. Professional staff had a morning program on assessment with sessions particular to Assessment of Dual-Language Learners, Assessment of Preschool Developmental Domains, and Administration and Interpretation of the ADOS-2 (Autism Diagnostic Observation Schedule – 2<sup>nd</sup> Ed.). Assistive Technology Updates and Exploration was the afternoon topic. Professional staff were introduced to newly obtained assistive technology tools and equipment to use with Early Intervention preschool students.
- Tracey Knauss and Megan Slautterback, Service Coordinators, participated in the Perry County Health Fair on February 19 sponsored by the United Way Ready for School, Ready to Succeed Program in conjunction with Newport and West Perry School Districts. Tracey and Megan conducted developmental screenings on children at the event.
- Winter Transition Meetings with the 24 school districts have been completed. The spring round of transition meetings will take place on 5/1/19 and 5/7/19.

### **EDUCATION SERVICES**

#### **Pennsylvania Governor's STEM Competition**

- The Governor's STEM Competition is an annual, themed, academic competition for students in grades 9-12. Students are challenged to research, present, and design a device/project that can improve the life of Pennsylvanians. This year's theme was "Improving Pennsylvania Through STEM."
- The CAIU regional competition was held on February 19, 2019. Teams from six local high schools competed this year: Carlisle HS, Cedar Cliff HS, Cumberland Valley HS, Lower Dauphin HS, Red Land HS, and Shippensburg Area HS.
- The winners were:
  - 1st Place** – Cedar Cliff High School (moving to the State Competition at the Dixon Center in May)
  - 2nd Place** – Lower Dauphin High School
  - 3rd Place** – Cumberland Valley High School
- Cedar Cliff HS's winning project addressed the vaping epidemic across Central PA.
- Special thanks to our guest speaker, Ms. Tanaga Boozer, from the U.S. Patent and Trademark Office in Washington, DC. We also thank our business and industry judges from Gannett Fleming, the PA Army National Guard, and Tadano Americano.



### **TECHNOLOGY SERVICES**

#### **Comprehensive Planning Team**

- The Comprehensive Planning team at CAIU is in the midst of tracking the final submissions for Phase 3 Comprehensive Plans and Title I school wide plans. We continue to work closely with the Division of Planning and the Division of Federal Programs at PDE to ensure quality plans are submitted. In January, we traveled to Pittsburgh to offer a session at the Improving School Performance Conference that was targeted towards un-designated Title I school wide buildings. The interactive session focused on best practices for developing a school wide plan based on relevant student achievement and growth data.
- As we prepare for Special Education submissions for Phase 1 and Phase 2 school districts, our team constructed communications to send to the field as a reminder for each submission. Our team sends weekly reports to the Bureau of Special Education so that we are able to

track the submission status for each Phase and send reminders/delinquent notices as needed.

- Our team continues to offer training for our Phase 1 LEAs who are due to submit their comprehensive plans by November 30, 2019. The personalized, virtual sessions with school leaders have received positive feedback and have proven to showcase purposeful plans being created.
- The developers on the project are in the process of preparing the web application for Phase 1 comprehensive plan submissions, Phase 1 Special Education Plans and removing any references to the school improvement designations assigned under the ESEA flexibility waiver.
- The Pennsylvania Department of Education (PDE) announced this past summer that they are proposing to create a new tool/database for Comprehensive Planning. The Request for Quotation (RFQ) was first advertised in November 2018. The RFQ was cancelled in December and has since been re-released with new networking/software requirements. Members of our team responded to the re-released RFQ, alongside the Momentum Group who will serve as the Prime in the RFQ response. We look forward to working on this project to, hopefully help PDE carry out their vision for a user friendly, streamlined application.

### **AgendaManager**

- We attended the AASA (The School Superintendent Association) National Conference for the first time in February 2019
  - Met with approximately 40 viable candidates that showed interest in AgendaManager during the 2-day conference
- Continuing to make progress working with our Partners in Wisconsin (CESA 7) as we have presented the capabilities and value of AgendaManager to the following schools in the past month:
  1. Minocqua School District
  2. Reedsburg School District
  3. Kiel School District
- We have another demonstration scheduled in March with Wrightstown School District.
- As a result of our CESA 7 partnership, Green Bay Public School District is planning to transition to Agenda Manager next school year.

### **NOTIFICATION of ACTIVITIES**

- Attended Dauphin County Alliance meeting, February 5, 2019
- Attended DCTS Board Meeting, February 13, 2019
- Presented at PACTA with Dauphin County Alliance, February 15, 2019

### **UPCOMING ACTIVITIES Date Savers** (all Board members are invited to attend any and all)

- Tyrone Howard, Creating Equity in Schools for All Students, March 1, 2019
- C4C Bingo - April 5, 2019
- Courtney Portlock and John Steele, Navigating the Courageous Conversation: Strengthening Competencies in Diversity, Equity, and Inclusion, April 24, 2019

**TOWNSHIP OF DERRY TAX COLLECTION ASSOCIATION**

**MINUTES OF January 24, 2019**

The meeting of the Tax Association was held in the Association Building at 6:00 p.m., Maria Memmi presiding.

**I. ROLL CALL**

Present: Christopher Christman, Linda Eyer, Mike Frentz, Wendy Melhorn,  
Maria Memmi, George Raynes, Tricia Steiner, Matthew Weir, Richard Zmuda

Absent: Louis Paioletti, Richard Shreve

**II. REORGANIZATION**

**1. Election of President:**

Richard Zmuda was nominated for President by Maria Memmi, seconded by Tricia Steiner. There were no further nominations. Richard Zmuda was elected President on a unanimous vote.

**2. Election of Vice President:**

Tricia Steiner was nominated for Vice President by Maria Memmi, seconded by George Raynes. There were no further nominations. Tricia Steiner was elected Vice President on a unanimous vote.

**3. Election of Secretary:**

Wendy Melhorn was nominated for Secretary by Tricia Steiner, seconded by Richard Zmuda. There were no further nominations. Wendy Melhorn was elected Secretary on a unanimous vote.

**4. Election of Treasurer:**

Linda Eyer was nominated for Treasurer by Tricia Steiner, seconded by Richard Zmuda. There were no further nominations. Linda Eyer was elected Treasurer on a unanimous vote.

Richard Zmuda assumed the Chair of the meeting.

**III. MINUTES**

On a motion by Maria Memmi, seconded by Matthew Weir, the minutes of November 20, 2018 were approved as distributed with Linda Eyer abstaining from the vote.

**IV. FINANCIAL REPORTS**

On a motion by Matthew Weir, seconded by Tricia Steiner, the financial reports for November and December 2018 were approved as distributed.

**V. NEW BUSINESS**

1. Audit Report. Wendy Melhorn distributed the auditor's report prepared by Boyer & Ritter CPA's, for the tax year 2017. There were no exceptions, qualifications, or significant findings in the report. A motion by Tricia Steiner, seconded by Maria Memmi, to accept the audit report unless questions and/or concerns should arise after adequate time is allowed for review; passed on a unanimous vote.

2. Exemption request from Amusement Tax- The Association received a letter from the Hershey Community Chorus requesting to be exempt from the Amusement tax since they are a small non-profit organization producing only two concerts per year. After discussion, it was recommended by the Association Board that the Township Board of Supervisors and the School District Board have the request



reviewed by their legal counsels to make the determination whether or not the Hershey Community Chorus can be exempted under the current Township Amusement Tax Ordinance. Each Board should then make a decision on whether or not the exemption will be granted. On a motion by Matthew Weir, seconded by Linda Eyer, it was decided to table the discussion until the next Association Board meeting to allow time for the request to be handled by each taxing entity.

There being no further business the meeting was adjourned at 6:30 p.m.

**The next meeting of the Association is scheduled for February 28, 2019, at 6:00 p.m. in the Association Building.**