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Derry Township School District Board of Directors Meeting July 17, 2017 Summary Minutes - I

1. OPENING ITEMS

a. Call to Order

Minutes

The meeting was called to order by Mrs. Mysel at 7:00 p.m.

b. Roll Call

Members in Attendance: Brian Shiflett, Julie Neal, Kathy Sicher, Terry Singer, Heidi Eby, John Abel, Jennifer Mysel, Maria Memmi

Member Absent: Jayanth Franklin

Non-Voting Members in Attendance: Joseph McFarland, Mike Frentz

Staff/Public in Attendance: Jason Reifsnnyder, Stacy Winslow, Christine Drexler, Mike Knause

c. Flag Salute

d. Approval of Board of Directors Agenda

Approval of the July 17, 2017 Derry Township School District Board of Directors Agenda.

Minutes

Following a motion by Mr. Shiflett and a second by Mrs. Memmi the Board Agenda for this evening's meeting was approved

Vote Results

Aye:	8	Maria Memmi, Jennifer Mysel, John Abel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Brian Shiflett
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

2. INFORMATIONAL AND PROPOSALS

a. Recognition of Citizens (Agenda Items)

This was 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 three (3) 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

b. Community Correspondence Report

Minutes

Mr. McFarland noted there was no Community Correspondence Report.

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

The following items will be on the Agenda for the August 14, 2017 Public Board of Directors Meeting:

1. Approval of July 17, 2017 Board of Directors Summary Minutes
2. Presentation: Granada Property Roof
3. Approval of Anonymous Alerts Program
4. Behind the Wheel Driving Training
5. Approval of Lancaster Mennonite Agreement for Provision of Food Services
6. Requests for the Use of Facilities
7. Personnel
8. Staff Development

Minutes

The Anticipated Agenda items for the August 14, 2017 meeting of the Derry Township Board of School Directors 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

Following a motion by Mrs. Sicher and a second by Mr. Shiflett the consent agenda items were approved.

Vote Results

Aye:	8	Brian Shiflett, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, John Abel, Jennifer Mysel, Maria Memmi
No:	0	
Abstain:	0	

MOTION CARRIED

a. Approval of June 26, 2017 Summary Board of Directors Meeting- XXVI Minutes

b. Approval of June 2016 Finance Report

1. The Treasurer's Report for the month ending June 30, 2017 was summarized as follows:

General Fund Revenue	\$3,888,223
General Fund Expenditures	4,951,360
Balance of Cash Plus Investments (Includes Capital Reserve)	18,806,305

2. The listed schedule of investment transactions for the period beginning June 1, 2017 through June 30, 2017, had total interest earnings of \$8,362 comprised of the following:

General Fund	7,700
Capital Reserve	662

The average interest rate for June 2017 was .50%

3. The June 2017 expenditures for the paid bills for all funds totaled \$2,523,317 excluding net payroll, retirement contributions, and debt service.
4. The July 2017 expenditures for the unpaid bills for all funds totaled \$145,701 excluding net payroll, retirement contributions, and debt service.
5. Estimated expenditures of the General Fund for the month of July 2017 were in the following amounts:

Operating Expenses	\$800,000
Utilities	99,350
Net Payroll (2 pays = lump sum)	1,142,000
Employer Provided Insurance	426,000
Payroll Deductions	563,000
Employer Payroll Taxes (FICA/RET)	130,400
Debt Service	<u>0</u>
Total Estimated Expenditures	\$3160,750

c. Approval of Textbook

The Administration recommended the approval of the following textbook for use in the 2017-2018 school year:

<i>Elementary</i>	
<i>Curricular Area:</i>	Mathematics
<i>Subject/Course:</i>	Special Education Replacement Math
<i>Grade Level(s):</i>	3-4
<i>Title:</i>	Moving with Math Learning System - Foundations
<i>Publisher:</i>	Math Teachers Press, Inc.
<i>Author:</i>	Caryl Kelly Pierson
<i>Copyright:</i>	2011

The textbooks were reviewed and approved at the June 12, 2017 Curriculum Council meeting. The funding for the recommendation is included in the 2017-2018 District Budget.

d. Requests for the Use of School Facilities

The Administration recommended the approval of the following Requests for the Use of School Facilities:

Group: Hershey Flag Football
Date/Time: Saturdays
August 5, 2017 - November 11, 2017
7:30 a.m. - Noon
Monday & Wednesdays
August 5, 2017 - October 2, 2017
6:00 p.m. - 7:30 p.m.
Requested Facility: Memorial Cinder Track Football Field, JV Baseball Field
Event: Flag Football Program for Hershey Youth
Fee: None

Group: Fall Sport Booster Clubs
Date/Time: August 18, 2017
3:00 p.m. - 7:00 p.m.
Requested Facility: High School Front Parking Lot
Event: Meet the Trojans Tailgate Celebration
Fee: None

Group: Hershey Lions Club
Date/Time: September 24, 2017
8:30 a.m. - 11:00 a.m. - Set Up

11:00 a.m. - 2:00 p.m. - Event
Requested Facility: Middle School Kitchen, Cafeteria
Event: Spaghetti Dinner
Fee: Custodian: Hourly fee per HESPA Agreement
 Head Cook: Charged for time needed per HESPA Agreement
 Cafeteria Employee: Charged for time needed per HESPA Agreement
Cafeteria/Kitchen Rental: \$80.00 per hour (approximately \$440.00)

e. Request for the Use of School Facilities with Waiver

The Administration recommended the approval of the following Request for the Use of School Facilities with Waiver:

Group: Hershey High School Music Department
Date/Time: May 4, 11, 18, 2018
 June 1, 2017
 7:00 - 11:00 a.m.
 May 5, 12, 19, 25, 2018
 June 2, 8, 2018
 7:00 a.m. - 3:00 p.m.
Requested Facility: High School Auditorium, Band Room, Chorus/Orchestra Room
 Only on June 1, 2018
 Cafeteria
 3:00 p.m. - 11:00 p.m.
Event: Music in the Parks
Fees: Custodial: Hourly Fee per HESPA Agreement
 Auditorium: \$80 per hour (Approximately \$8,960.00)
 Cafeteria: \$55 per hour (Approximately \$440.00) Band Room:
Fees - Request \$25 per hour (Approximately \$2,800.00)
Waiver: Chorus/Orchestra Room: \$25 per hour (Approximately \$2,800.00)
 Total: \$15,000

f. Announcement of Staff Development Conferences

Staff Member: Kara DeVivo (replacing Jennifer Heintzelman - previously approved)
Conference: Professional Learning Communities at Work
Location: Pittsburgh, PA
Dates: July 19 - 21, 2017
Expenses: \$689.00 (previously approved)

Staff Members: Carolyn Merrill, Amanda Peters

Conference: Special Education Leadership Summer Academy - Leading Special Education: Every Student Succeeds

Location: Bedford Springs Conference Center

Dates: July 24 - 26, 2017

Expenses: \$580.14 (each)

Staff Members: Lori Cale, Scott Harman, Tonya Leonard, Mary Snyder

Conference: Pennsylvania School Nutrition Conference

Location: Pocono Manor, PA

Dates: August 8-9, 2017

Expenses: \$116.06 (each)

Staff Member: Allison Mackley

Conference: American Association of School Librarians: Beyond the Horizon

Location: Phoenix, AZ

Dates: November 7 - 11, 2017

Expenses: Paid by the American Association of School Librarians

5. NEW BUSINESS

a. Approval of Five-Year Capital Plan

The Administration recommended the Board approve the revisions to the Five-Year Capital Plan for years 2017-2018, 2018-2019 and 2019-2020.

Minutes

Following a motion by Mr. Shiflett and a second by Mrs. Eby the revisions to the Five-Year Capital Plan for years 2017-2018, 2018-2019 and 2019-2020 were approved.

Vote Results

Aye:	8	Maria Memmi, Jennifer Mysel, John Abel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Brian Shiflett
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

b. Approval of Blackboard Agreement

The Administration recommended the Agreement with Blackboard for an updated District website master template.

Minutes

Following a motion by Mrs. Eby and a second by Mrs. Memmi the Agreement with Blackboard for an updated District website master template was approved.

Vote Results

Aye:	8	Maria Memmi, Jennifer Mysel, John Abel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Brian Shiflett
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

c. Approval of CAIU Agreement for AgendaManager Services

The Administration recommended the approval of the three-year CAIU Agreement for AgendaManager Services.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the three-year CAIU Agreement for AgendaManager Services was approved.

Vote Results

Aye:	8	Maria Memmi, Jennifer Mysel, John Abel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Brian Shiflett
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

d. Western Governors University Affiliation Agreement

The Administration recommended the Board approve the Affiliation Agreement with Derry Township School District and Western Governors University effective June 27, 2017.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Eby the Affiliation Agreement with Derry Township School District and Western Governors University effective June 27, 2017 was approved.

Vote Results

Aye:	8	Maria Memmi, Jennifer Mysel, John Abel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Brian Shiflett
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

e. Ithaca College Externship/Student Teaching Placement Agreement

The Administration recommended the Board approve the Externship/Student Teaching Placement Agreement with Derry Township School District and Ithaca College effective July 17, 2017.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the Externship/Student Teaching Placement Agreement with Derry Township School District and Ithaca College effective July 17, 2017 was approved.

Vote Results

Aye:	8	Brian Shiflett, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, John Abel, Jennifer Mysel, Maria Memmi
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

f. Approval of Bus Stops 2017-2018

The Administration recommended adopting bus stop locations for the 2017-2018 school year as attached.

The Administration also requested authorization to change bus stop locations for the following reasons: safety, efficiency, and also the transportation of new students.

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the bus stop locations for the 2017-2018 school year and administrative authorization to change bus stop locations for safety, efficiency, and also transportation of a new student were approved.

Vote Results

Aye:	8	Brian Shiflett, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, John Abel, Jennifer Mysel, Maria Memmi
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

g. Personnel - Resignations

The Administration recommended the approval of the following resignations:

Classified:

Bressi, Joseph

Intervention/Support Aide

Elementary School

Reason: Personal

Effective: 07/12/2017 (retroactive)

Snell, Nicole

Bus Driver

District-wide

Reason: Personal

Effective: 07/17/2017

Limited Service Contracts:

Elliott, Crystal

Head Junior High Cheerleading Coach - Fall

Middle School

Reason: Personal

Effective: 07/10/2017 (retroactive)

Gustantino, Michael

Yearbook Business Manager

High School

Reason: Personal

Effective: 06/28/2017 (retroactive)

Marron, Jennifer

Summer School Special Education K-12

District-wide

Reason: Personal

Effective: 06/19/2017 (retroactive)

Minutes

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

Vote Results

Aye:	8	Brian Shiflett, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, John Abel, Jennifer Mysel, Maria Memmi
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

h. Personnel - General

1. The Administration recommended the approval of the following appointments:

Act 93:

Velez, Luna

Supervisor of Human Resources

District-wide

Salary: \$67,500 (pro-rated)

Effective: TBD (pending receipt of Act 34, 114, 151, 126 and 168 certifications)

Professional:

Barto, Susan (replacing David Yingst)

Mathematics Teacher

Middle School

Temporary Professional

Bachelors, Step 1

Salary: \$50,294

Effective: 08/15/2017

Ortiz, Heather (new position)

Kindergarten Teacher

Early Childhood Center

Temporary Professional

Bachelors, Step 1

Salary: \$50,294

Effective: 08/15/2017

Transfer of Professional Staff:

Mackay, Hannah*

From: Communication Arts Teacher

Middle School

To: English Teacher (replacing Kimberly Brown)

High School

Effective: 08/21/2017

Limited Service Contracts:

Gbadyu, Bani

Assistant Varsity Football Coach

High School

Group D, Step 15

Salary: \$5,476

Effective: 07/18/2017

Haney, Kimberly* (replacing Michael Gustantino)

Yearbook Business Manager

High School

Group H, Step 3

Salary: \$1,341

Effective: 07/18/2017

Krause, Alaric*

Revised: Assistant Varsity Football Coach
High School
Group D, Step 3
Salary: \$3,130
Effective: 07/18/2017

Sweeney, Emneko

Assistant Varsity Football Coach
High School
Group D, Step 15
Salary: \$5,476
Effective: 07/18/2017

2. The Administration recommended the approval of the Limited Service Contract additions/deletions in accordance with Section 4.09 of the 2017-2021 HEA Collective Bargaining Agreement.

LSC Additions:

Outdoor Education Medical Preparation Coordinator - MS - Kenbrook (Group I)

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

Hegge, Stephanie*

Communication Arts Teacher
Middle School
Extension of Unpaid Childrearing Leave
Effective: 08/21/2017 through approximately 01/15/2018 (First Semester)

*** This individual is currently an employee and/or volunteer. Clearances are on file.**

Minutes

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

Vote Results

Aye:	8	Brian Shiflett, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, John Abel, Jennifer Mysel, Maria Memmi
No:	0	
Abstain:	0	
Not Cast:	1	Jayanth Franklin

MOTION CARRIED

6. DELEGATE REPORT

a. Dauphin County Technical School

Minutes

Mr. Shiflett attached his report for the Dauphin County Technical School.

b. Parks and Recreation

Minutes

Mr. Singer provided an update on Parks and Recreation.

7. SPECIAL REPORTS

a. Board Members' Report

Minutes

The following members provided reports to the Board:

- Mr. Abel - Downtown Hershey Association
- Mr. Shiflett - Board member retreat to Escape Room.

b. Superintendent's Report

Minutes

Mr. McFarland provided the Board with the following updates:

- Granada Property Roof Analysis

c. Board President's Report

Minutes

- None

8. RECOGNITION OF CITIZENS

This was 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

- None

9. ADJOURNMENT

Minutes

Following a motion by Mrs. Memmi and a second by Mrs. Sicher the meeting was adjourned at 7:26 p.m.

Respectfully submitted,

Michael Frentz
Secretary to the Board
Approved at the August 14, 2017 Meeting

Jennifer L. Mysel
President of the Board of Directors
MDF

**Derry Township School District
Board of School Directors Meeting
Monday, July 17, 2017**

Name (Printed):

Signature:

Mike Drexler



Mike Krause

Mike Krause



educational excellence through leadership, partnership, and innovation

AGREEMENT FOR AGENDAMANAGER® SERVICES

This Agreement for AgendaManager® Services (hereinafter "Agreement") is made this 14th day of February, 2017, by and between the **Capital Area Intermediate Unit** (hereinafter "CAIU"), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 55 Miller Street, Enola, PA 17025, and **DERRY TOWNSHIP** (hereinafter "Client"), a local education agency with its principal place of business at P.O. Box 898, Hershey, PA 17033.

1. Scope of Work.

1.1 CAIU agrees to provide AgendaManager® services as follows:

Background: Client is seeking the use and support of an intuitive and user-friendly paperless meeting management solution. AgendaManager® is an online paperless meeting management solution that simplifies meeting management and information dissemination to participants. AgendaManager® provides for the immediate publishing and updates for agendas and other meeting materials via the Client's Web browser and its Internet connection.

Services to be Provided: Access to the AgendaManager® web-based application shall be provided. Client shall have the ability to use its AgendaManager® account to create unlimited meetings, agendas, groups and users for up to 5 GB of data. Client's AgendaManager® account data shall be hosted securely at the CAIU and shall include off-site backup of data.

Implementation and Training: CAIU shall provide 3 days of implementation and training. The tasks and timeline of the implementation and training activities will be defined at the initial meeting with the Client. Implementation resources will work closely with the Client during the initial configuration of its AgendaManager® accounts, groups, meetings, and agendas. Training will be provided in a manner that best meets the needs of the Client and their schedules. Implementation resources will also attend the first Board Meeting with the Client to insure a smooth transition to AgendaManager®.

User Support Services: CAIU shall provide ongoing support for Account Administrators and Group Administrators via a support helpdesk on CAIU regular work days from the hours of

7:00 am - 5:00 pm EST Monday - Friday. The support Helpdesk is reached by phone at 717.732.8403, via the Help Center at <http://support.caiu.org>, or by email to agendaman@caiu.org. After hours emergency support is available for Account Administrators. This information shall be provided to Client during Implementation.

Hosting: The CAIU shall host AgendaManager® on its servers.

Backup: Barracuda Backup up to 5 GB (offsite) is included in the pricing structure. Refer to Paragraph 8 for backup overages.

Documentation on how to use the AgendaManager® features shall be provided in a Portable Document Format (PDF.)

- 1.2 The services described in section 1.1 above include all labor, products, and/or tools the CAIU requires to provide the services, unless otherwise specifically stated as excluded or to be provided/performed by Client or a third party, and said services shall be referenced collectively throughout this Agreement as "work."

2. Responsibilities of the Parties.

- 2.1 Both parties agree to act in good faith in fulfillment of this Agreement. Neither party shall attempt to hinder or otherwise prevent the other party from fulfilling their duties as outlined herein.
- 2.2 CAIU shall:
Perform the Scope of Work as indicated above.
- 2.3 Client shall:
Be responsible for the maintenance of its account, including but not limited to, creating and deleting users, account security, groups, agendas, meetings and templates and reporting issues to the CAIU Support Helpdesk.

3. **Cost.** In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, \$3,400 annually for a multi-year agreement (thirty-four hundred dollars) in fulfillment of this Agreement. Additional cost terms, if any, shall be addressed in paragraph 23 herein or subsequent Addenda as agreed to by both parties.

4. **Invoicing and Payment.** The CAIU shall invoice Client on a(n) annual basis for the costs incurred to provide the Services. All invoices are due within 45 days of the date of the invoice. Both the Client and CAIU recognize and agree that CAIU will suffer financial hardship to its cash flow in the event payments are received late; therefore, CAIU reserves the right to impose a two percent (2%) late fee for every 30 days past the 45 days that payment is late. Additional Invoicing and Payment terms, if any, shall be addressed in Attachment 1 or subsequent Addenda as agreed to by both parties.

5. **Term and Renewal**

5.1 The term of this Agreement shall commence as of the date first set forth above and shall terminate effective June 30, 2020.

5.2 This Agreement shall then renew as follows (*applicable provision is indicated with an X*):

☒ This Agreement shall automatically renew from year to year unless either party provides notice of intent to terminate as outlined in paragraph 19 of the Standard T&C. In the event Client has received discounted pricing for entering into a multi-year contract and then terminates this Agreement without cause, Client shall be billed and responsible for the single year cost.

OR

☐ This Agreement shall NOT automatically renew.

6. **Notice.**

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

Contact Name: David L. Martin, Director of Technology

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8477

Fax: 717-732-8414

Email: dmartin@caiu.org

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

Client Contact

Name:

David Swaigent

Address:

30 East Granada Ave. Hershey, PA 17033

Phone:

717-534-2501

Fax:

717-533-4357

Email:

dsweigent@hershey.k12.pa.us

7. Mutual Release from Liability.

7.1 Except as otherwise provided in this Agreement, Client, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors (collectively "Client") hereby releases CAIU and its agents, employees, directors, officers, affiliates, consultants, and/or contractors "CAIU"), and CAIU hereby releases Client, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever during the performance and execution of this Agreement.

7.2 It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

8. Mutual Indemnification.

8.1 Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement.

8.2 Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement

9. Insurance Coverage.

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

9.2 The Client shall carry appropriate insurance coverage, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement.

10. **Limitation of Relationships.** Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between CAIU and Client. CAIU and Client assert that they are not in a joint venture with each other, nor intend to operate as a joint venture.

11. Work Product.

11.1 All work products, whether tangible or intangible, and regardless of medium, that are created, produced, engineered or otherwise devised by CAIU during the course of this Agreement are solely owned by the CAIU and may not be used, sold, or otherwise distributed by the Client in any manner which exceeds the scope of the relationship between the Client and the CAIU as described herein or as described in a contract made hereunder.

11.2 Any unauthorized use or infringement of work product by Client shall be considered a material breach.

11.3 Unless otherwise expressly stated herein, no license for use, whether expresses or implied, is given to Client by this Agreement.

12. Confidentiality.

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

12.2 CAIU and Client agree not to use or disclose such confidential information for any purpose other than in fulfillment of this Agreement, and/or as required by activities described herein, and then, only to the designated employees and/or consultants of CAIU and Client.

Additionally, both parties acknowledge and agree that they are bound by the Family Education Rights and Privacy Act of 1974 (FERPA) and the business associate and subcontractor privacy rules of the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), and all other applicable State and federal laws.

12.3 Notwithstanding the above, CAIU is a public governmental entity subject to public disclosure and right-to-know laws, and this paragraph 12 and its subparagraphs shall not apply with respect to any information that is required to be disclosed under or by any law or which subsequently enters the public domain through no fault of the receiving party.

12.4 The provisions of this paragraph 12 and its subparagraphs shall survive termination or expiration of the Agreement.

13. Warranties.

13.1 Unless otherwise expressly stated in Paragraph 23 herein or in an Addendum hereto, **CAIU MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN REGARDS TO THE SERVICE(S) AND/OR PRODUCT(S) IT PROVIDES TO CLIENT, AND**

13.2 **CLIENT ACCEPTS THE SERVICE(S) AND/OR PRODUCT(S) PROVIDED BY CAIU "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** The CAIU assumes no liability for losses, damages, or legal judgments resulting from Client's use of any product or service provided to Client under this Agreement.

13.3 CAIU does not warrant that any product provided by it will perform without error or that it will run without immaterial interruption. Moreover, CAIU provides no warranty regarding, and shall therefore have no responsibility for any claim arising from a modification made by Client unless CAIU approves such modification in writing; and/or use of the product in combination with or on products other than as specified in writing by the CAIU.

13.4 CAIU shall (a) "pass through" to Client any warranty right it receives from any third party provider of system components not authored or manufactured by CAIU ("Third Party Components"); and (b) reasonably cooperate with Client in enforcing such rights. CAIU provides no warranties, express or implied, with regard to Third Party Components, and CAIU shall not be liable for any failure of any Third Party Component to function as

expected or intended.

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

15. **Severance; Full Force and Effect.**

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

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

16. **Governing Law and Venue.**

16.1 Any dispute arising out of or from this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

16.2 Client agrees to be subject to the jurisdiction of the courts for the County of Cumberland, Pennsylvania, and further agrees that Cumberland County shall be the venue for any and all legal actions brought under this Agreement.

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

18. **Compliance with Law and Policy.** During the term of this Agreement, both parties hereto shall comply with all applicable federal, state, and local laws and regulations, including the Pennsylvania School Code and applicable Board Policy of either party.

19. **Clearances.** As a Pennsylvania education agency, the CAIU complies with the Pennsylvania School Code, Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All CAIU staff members and independent

consultants who may be assigned to work with Client have all met applicable standards regarding hiring and the completion of background checks and clearances, including Act 34, Act 151, and Act 114 background checks and TB/physical exams as required by the PA School Code. Upon written request by the Client, the CAIU will provide a copy of all clearances to its employee(s) and consultants who are providing services to the Client and the employee or consultant will present them to the Client; the CAIU shall not forward clearances directly to the Client.

20. Modification.

20.1 This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.

20.2 Any changes, additions, or deletions to the Scope of Work shall be considered a modification as described herein. Any such modification must be subsequently labeled *Addendum 1, Addendum 2, en sic*. To be valid, any modifications/amendments to this Agreement shall be made in writing, signed by an authorized representative of both parties, and dated.

20.3 Any and all Addenda shall be considered incorporated as a valid term of this Agreement.

20.4 It is specifically understood and agreed that every Addendum must be separately negotiated and a revised price agreed upon, in writing, by both parties.

21. Termination. Each party has the right to terminate this Agreement (1) to the extent provided herein; or (2) in the event of a material breach, after giving written notice and at least thirty (30) calendar days to remedy; or (3) without cause upon ninety (90) days written notice. Upon termination by the Client, all work shall stop and payment for all services completed to date shall be immediately due and payable to the CAIU.

22. Damages. In addition to termination and any other rights provided hereunder, CAIU has the right to seek any remedy available to it in equity or in law, whether monetary or injunctive relief.

23. Additional Terms and Conditions.

23.1 The CAIU is able to offer additional training, beyond the Scope of Work, at the rate of \$800 for three (3) web-based training sessions or \$850 plus travel expenses outside of the CAIU footprint for a one (1) day onsite training. This additional training shall be provided only upon request and shall require an Addendum. Supplemental invoices shall be issued for this service.

Agreement for Service
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23.2 Backup exceeding 5 GB shall incur an additional charge of \$50 per month for each 200 GB increment. At the end of the fiscal year, a final invoice may be sent dependant on fees incurred for overages in backup and/or disc space used.

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

CAIU:

CAPITAL AREA INTERMEDIATE UNIT


Authorized Signature

David L. Martin

Printed Name

Director of Technology

Title

Client:

DERRY TOWNSHIP


Authorized Signature

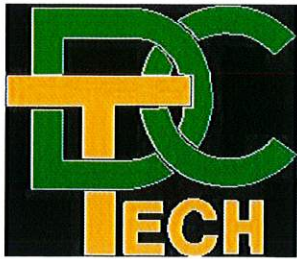
Jennifer Myser

Printed Name

Board President

Title

Rev. 2/2/2017



Delegate Report
July 13, 2017

SPECIAL UPDATE

On Thursday, July 13, 2017, the State Board for Vocational Education approved the petitions amending the Area Vocational and Technical School attendance areas for both the Harrisburg School District and the Dauphin County Technical School, a key milestone for adding Harrisburg School District as a DCTS member school district. During the month of June, the boards of Harrisburg School District and the six current member school districts each approved the joinder agreement. The primary remaining action is for Harrisburg's board to approve the checks for payment to the current member districts, and that is expected to take place at their next board meeting on Monday, August 21.

At today's State Board for Vocational Education meeting, HSD Superintendent Dr. Sybil Knight-Burney and board member Jim Thompson spoke in favor of the petitions, as did I and Dr. Peggy Grimm, representing the Dauphin County Technical School. I also attended the Vocational-Technical Education Committee meeting yesterday, at which time the committee referred our petitions to the full board for approval, and committee members spoke in support of the actions and expressed appreciation for our efforts to best serve the students.

HSD and DCTS intend to plan an event sometime around the back-to-school date to provide community and media exposure to our career and technical education partnership and to celebrate the agreement. I'll keep our board informed of those plans as they develop. Through Dr. Knight-Burney, I've invited HSD's soon-to-be JOC delegates to attend our August JOC meeting, regardless of whether the agreement has officially closed, so that they may begin their collaboration on the JOC's 2017-18 agenda items.

Respectfully submitted,

Brian Shiflett