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**Derry Township School District**  
**Board of Directors Meeting**  
**February 27, 2017**  
**Summary Minutes - XVI**

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**1. OPENING ITEMS**

**a. Call to Order**

**Minutes**

The meeting was called to order by Mrs. Mysel at 7:07 p.m.

**b. Roll Call**

**Members in Attendance:** Heidi Eby, Jayanth Franklin, Maria Memmi, Jennifer Mysel, Julie Neal, Brian Shiflett, Kathy Sicher, Terry Singer

**Member Not in Attendance:** Chris Barrett

**Non-Voting Member in Attendance:** Joseph McFarland

**Staff/Public in Attendance:** Mike Frentz, Jason Reifsnnyder, Dan Tredinnick, Richard C. LeBlanc, Julie L. Nerino, Mark W. Anderson, Joe Kristobak, Judy Haverstick, Julee Brown, Kirsten Scheurich, Eric Englund-Krieger, Stephen Haverstick.

**Solicitor in Attendance:** Kim Smith

**Media in Attendance:** Monica von Dobeneck – *The Sun*

**c. Flag Salute**

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

**Minutes**

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

**2. INFORMATIONAL AND PROPOSALS**

**a. Recognition of High School Students**

**Minutes**

Dr. Kristobak recognized the February Hershey High School Students of the Month.

**b. Athletic Department Update**

**Minutes**

Mr. McFarland provided the Board with athletic updates for the 2016-2017 winter sports season.

**c. High School Special Education Renovations**

**Minutes**

Mrs. Scheurich provided the Board with a high school special education renovation update.

**d. Announcement of Executive Session**

**Minutes**

The Board met in prior to this meeting to discuss matters of personnel.

**e. Recognition of Citizens (Agenda Items)**

**Minutes**

The following citizens were recognized by the Board:

- None

## f. Standing Committee Meeting Report

### Minutes

Mr. Shiflett provided the following updates with regard to the Policy Standing Committee Meeting:

- Unfinished Business
- Revised Policy
- New Policy
- New Board Operating Guideline

## g. Student Representatives' Report

### Minutes

The student representatives provided the Board with the following updates:

- Recent Activities
- Upcoming Activities

## h. Finance/Budget Update

### Minutes

Mr. Frenz provided the Board with a budget update.

### i. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the March 13, 2017 Public Board of Directors Meeting:

1. Approval of February 27, 2017 Board of Directors Summary Minutes
2. High School Students of the Month
3. Walk for Clean Water
4. Prudential Spirit of Community Awards
5. Utica College Externship Agreement
6. HACC Sponsorship Agreement
7. Requests for the Use of Facilities
8. Finance
9. Personnel
10. Staff Development

### Minutes

The anticipated agenda items for the March 13, 2017 meeting of the Derry Township Board of School Directors were reviewed.

## 3. UNFINISHED BUSINESS

## 4. CONSENT AGENDA ITEMS

### Minutes

Following a motion by Mr. Franklin and a second by Mrs. Memmi the consent agenda items were approved.

### Vote Results

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<b>Aye:</b>	8	Brian Shiflett, Jayanth Franklin, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, Jennifer Mysel, Maria Memmi
<b>No:</b>	0	
<b>Abstain:</b>	0	

**MOTION CARRIED**

**a. Approval of February 13, 2017 Summary Board of Directors Meeting-XV Minutes**

**b. Approval of January 2017 Finance Report**

1. The Treasurer's Report for the month ending January 31, 2017 were summarized as follows:

General Fund Revenue	\$1,804,142
General Fund Expenditures	3,743,110
Balance of Cash Plus Investments (Includes Capital Reserve)	34,396,047

2. The listed schedule of investment transactions for the period beginning January 1, 2017 through January 31, 2017, had total interest earnings of \$14,427 comprised of the following:

Money Market	6
General Fund	14,320
Capital Reserve	101

The average interest rate for January 2017 were .49%

3. The January 2017 expenditures for the paid bills for all funds totaled \$1,463,629 excluding net payroll, retirement contributions, and debt service

4. The February 2017 expenditures for the unpaid bills for all funds totaled \$890,399 excluding net payroll, retirement contributions, and debt service.

5. Estimated expenditures of the General Fund for the month of February 2017 were in the following amounts:

Operating Expenses	\$1,000,000
Utilities	110,400
Net Payroll (2 pays)	1,403,000
Employer Provided Insurance	392,700
Payroll Deductions	754,000
Employer Payroll Taxes (FICA/RET)	165,000
Debt Service	<u>0</u>
Total Estimated Expenditures	\$3,825,100

**c. Approval of Budget Transfers**

Section 687 (d) of the Public School Code provides: The Board of School Directors shall have the power to authorize the transfer of any unencumbered balance, or any portion thereof, from one class of expenditures or item, to another, but such action shall be taken only during the last nine (9) months of the Fiscal Year.

The Administration recommended the Board authorize the February 2017 budget transfers.

**d. Requests for Payment**

The Administration recommended the approval of the following payments from the Capital Projects Fund. The expenditures are part of the 5-year Capital Plan.

Vendor	Amount	Project
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B & H Photo-Video	1,039.48 MS Auditorium sound booth
Mirror Image	890.00 MS Auditorium sound booth
Total	1,929.48

**e. Approval of Overnight Field Trip/Excursion - Hershey Powerlifting**

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

<b>Group:</b>	<b>Hershey Powerlifting</b>
<i>Number of Participating Students:</i>	6
<i>Grade Level:</i>	9-12
<i>Destination:</i>	Scranton, PA
<i>Purpose:</i>	2017 High School Nationals
<i>Depart:</i>	March 30, 2017
<i>Return:</i>	April 2, 2017
<i>Trip Leaders:</i>	Troy Smith Dan Hugendubler

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

**f. Approval of Overnight Field Trip/Excursion - High School Speech and Debate Club**

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

<i>Group:</i>	Speech and Debate Club
<i>Number of Participating Students:</i>	2
<i>Grade Level:</i>	12
<i>Destination:</i>	Bloomsburg University Bloomsburg, PA
<i>Purpose:</i>	Speech and Debate State Tournament
<i>Depart:</i>	March 17, 2017
<i>Return:</i>	March 18, 2017
<i>Trip Leader:</i>	Maxine Baaklini

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

**g. Approval of Overnight Field Trip/Excursion - PMEA Region Band**

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

<i>Group:</i>	High School Band
<i>Number of Participating Students:</i>	3
<i>Grade Level:</i>	High School
<i>Destination:</i>	East Stroudsburg Area High School - North
<i>Purpose:</i>	Participation in PMEA Region V Band
<i>Depart:</i>	March 22, 2017
<i>Return:</i>	March 25, 2017
<i>Trip Leader:</i>	Jonathan Pinkerton

The District reserves the right to cancel the excursion based on events that could pose a

heightened safety or security risk.

**h. Approval to Revise Course - Senior Alternative PE to Alternative Physical Education eXperience**

The Administration recommended approval to revise the Senior Alternative PE course to Alternative Physical Education eXperience (APEX). The course revision was reviewed and approved at the February 13, 2017 Curriculum Council meeting. Funds for the course will be incorporated in the 2017-2018 budget.

**i. Approval to Revise Course - Ceramics and Applied 3D Art to 3D Studio Art**

The Administration recommended approval to revise Ceramics and Applied 3D Art to 3D Studio Art. The course revision was reviewed and approved at the February 13, 2017 Curriculum Council meeting. Funds for the course will be incorporated in the 2017-2018 budget.

**j. Requests for the Use of School Facilities**

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

**Group: Hershey Little League Baseball**

*Date/Time:* March 1, 2017 through November 1, 2017  
Monday - Friday  
5:00 p.m. - 10:00 p.m. (during school year)  
9:00 a.m. - 10:00 p.m. (after school year)  
Saturdays  
9:00 a.m. - 10:00 p.m.  
Sundays  
Noon - 10:00 p.m.

*Requested Facility:* North Baseball Field, South Softball Field, Memorial Field, JV Baseball Field  
\* May request use of turf field and gym through Athletic Director on special needs basis

*Event:* Little League Baseball Practices & Games

*Fee:* None  
\* A turf Manager Fee of \$30 per hour for turf field and/or Custodian Fee (per HESPA Agreement) may be charged if inside facility is needed

**Group: Hershey Girls' Softball Association**

*Date/Time:* March 1, 2017 - June 30, 2017  
August 1, 2017 - October 31, 2017  
5:00 p.m. - 9:00 p.m. - Tuesdays  
2:00 p.m. - 9:00 p.m. - Saturdays  
Memorandum of Understanding Attached

*Requested Facility:* South Softball Field

*Event:* Practices and Games

*Fee:* None

**Group: Hershey Soccer Club**

*Date/Time:* March 26, 2017 through June 30, 2017  
Weekdays

5:30 p.m. - 8:00 p.m.

Weekends

9:00 a.m. - 6:00 p.m.

*Requested Facility:* Middle School Football Field, Field Hockey Field  
(Field Hockey Grass Field will not be available until after 6:00 p.m. on dates we have home junior high soccer games)

*Event:* Practices & Games

*Fee:* None

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

*Date/Time:* April 19, 2017  
May 17, 2017  
June 21, 2017  
July 19, 2017  
August 16, 2017  
September 20, 2017  
October 18, 2017  
November 15, 2017  
December 13, 2017  
7:00 p.m. - 9:30 p.m.

*Requested Facility:* Middle School LGI

*Event:* Board of Director Meetings for Hershey Soccer Club

*Fee:* None

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

*Date/Time:* June 17 - 18, 2017  
7:30 a.m. - 6:00 p.m.

*Requested Facility:* 322 Turf, Football/Track Turf, Memorial Field, 2 Middle School Grass Fields, JV Baseball Outfield, Field Hockey Grass Field, High School Multi-Purpose Field

*Event:* Hershey Summer Classic Soccer Tournament 2017

*Fee:* Rental of 2 Turf Fields: \$35 per hour/per field (Approximate \$1,470)  
2 Turf Field Managers: \$30 per hour/per field (Approximate \$1,380)  
Custodian: \$38.64 per hour

***Group:*** **Hershey Youth Field Hockey/Hershey High School Field Hockey**

*Date/Time:* June 26-29, 2017  
5:30 p.m. - 8:30 p.m.

*Requested Facility:* 322 Turf Field

*Event:* Youth Field Hockey Camp

*Fee:* None

## 5. NEW BUSINESS

### a. Approval of Hershey Theater Venue Agreement for 2017-2018 High School Commencement

The Administration recommended the approval of the Hershey Theatre Venue Use Agreement for the 2017-2018 Hershey High School Commencement ceremony.

#### Minutes

Following a motion by Mr. Franklin and a second by Mrs. Neal the Hershey Theatre Venue Use Agreement for the 2017-2018 Hershey High School Commencement Ceremony was approved.

#### Vote Results

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<b>Aye:</b>	8	Maria Memmi, Jennifer Mysel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Jayanth Franklin, Brian Shiflett
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

#### MOTION CARRIED

### b. Roof Specifications - Elementary Phase III

The Administration recommended the Board approve an agreement with Professional Roof Services in the amount of \$37,500 for specification design, bidding administration, and inspection services for Phase III of the Elementary Roof Project.

#### Minutes

Following a motion by Mr. Franklin and a second by Mr. Shiflett the agreement with Professional Roof Services for Phase III of the Elementary Roof Project was approved.

#### Vote Results

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<b>Aye:</b>	8	Brian Shiflett, Jayanth Franklin, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, Jennifer Mysel, Maria Memmi
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

#### MOTION CARRIED

### c. Approval of Architect Services

The Administration recommended the Board approve the agreement with Crabtree, Rohrbaugh & Associates for architect services in the amount of \$71,600.00 for renovations to special education rooms at the high school.

#### Minutes

Following a motion by Mr. Franklin and a second by Mr. Shiflett the agreement with Crabtree, Rohrbaugh and Associated for architect services for renovations to special education rooms at the high school was approved.

#### Vote Results

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<b>Aye:</b>	8	Maria Memmi, Jennifer Mysel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Jayanth Franklin, Brian Shiflett
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

**MOTION CARRIED**

**d. Approval of 2017-2018 School Calendar**

The Administration recommended the approval of the proposed 2017-2018 school calendar.

**Minutes**

Following a motion by Mrs. Eby and a second by Mr. Franklin the 2017-2018 Derry Township School District Calendar was approved.

*Vote Results*

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<b>Aye:</b>	8	Maria Memmi, Jennifer Mysel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Jayanth Franklin, Brian Shiflett
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

**MOTION CARRIED**

**e. Approval of Fraser Printshop Canon VarioPrint 5-Year Lease**

The Administration recommended approving a 5-year lease with Fraser Advanced Information Systems (AIS) for the acquisition and ongoing maintenance of a new Canon VarioPrint 135.

**Minutes**

Following a motion by Mr. Franklin and a second by Mrs. Memmi the 5-year lease with Fraser Advanced Information Systems (AIS) was approved.

*Vote Results*

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<b>Aye:</b>	8	Brian Shiflett, Jayanth Franklin, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, Jennifer Mysel, Maria Memmi
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

**MOTION CARRIED**

**f. Approval of October 9, 2017 Professional Learning Workshop Keynote Speaker - Manuel Scott - Ink International Inc.**

The Administration recommended approving the agreement with Ink International Inc. for the October 9, 2017 professional learning workshop with keynote speaker Manuel Scott for a fee of \$10,000.

**Minutes**

Following a motion by Mr. Franklin and a second by Mrs. Memmi the agreement with Ink International Inc. was approved.

*Vote Results*

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<b>Aye:</b>	8	Maria Memmi, Jennifer Mysel, Kathy Sicher, Heidi Eby, Terry Singer, Julie Neal, Jayanth Franklin, Brian Shiflett
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

**MOTION CARRIED**

**g. Personnel – Resignations**

The Administration recommended the approval of the following resignations:

**Classified:**

**Uhler, Kausandra**

General Food Service Worker

High School

Reason: Personal

Effective: 02/28/2017

**Waybright, Patricia**

Substitute Custodian

District-wide

Reason: Personal

Effective: 02/13/2017 (retroactive)

**Minutes**

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

**MOTION CARRIED**

**h. Personnel – General**

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

**Limited Service Contracts:**

**Belles, Diane**

Assistant Varsity Boys' Tennis Coach

High School

Group G, Step 6

Salary: \$2,082

Effective: 02/28/2017 (pending receipt of Acts 126 and 168 certifications)

**Bentz, David**

Assistant Varsity Softball Coach

High School

Group, E, Step 15

Salary: \$4,602

Effective: 02/28/2017 (pending receipt of Acts 114 and 126 certifications)

**Burns, Matthew**

Assistant JV Baseball Coach

High School

Group E, Step 1

Salary: \$2,301

Effective: 02/28/2017 (pending receipt of Acts 126 and 151 certifications)

**Karl, Jessica**

Head Varsity Boys' Tennis Coach

High School

Group F, Step 6

Salary: \$2,602

Effective: 02/28/2017 (pending receipt of Act 126 certification)

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

**Minutes**

Following a motion by Mr. Franklin and a second by Mrs. Eby the Personnel - General Items were approved.

*Vote Results*

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<b>Aye:</b>	8	Brian Shiflett, Jayanth Franklin, Julie Neal, Terry Singer, Heidi Eby, Kathy Sicher, Jennifer Mysel, Maria Memmi
<b>No:</b>	0	
<b>Abstain:</b>	0	
<b>Not Cast:</b>	1	Chris Barrett

**MOTION CARRIED**

**6. DELEGATE REPORT**

**a. CAIU**

**Minutes**

Mr. Franklin attached his report for the Capital Area Intermediate Unit.

**b. The Trojan Foundation**

**Minutes**

Mrs. Neal attached her report for the Trojan Foundation.

**7. SPECIAL REPORTS**

**a. Board Members' Report**

**Minutes**

The following member provided a report to the Board:

- Mr. Shiflett - DCTS membership meeting with Harrisburg School District

**b. Superintendent's Report**

**Minutes**

Mr. McFarland provided the Board with the following updates:

- Recognition of staff
- Recognition of students

**c. Board President's Report**

**Minutes**

Mrs. Mysel provided the Board with the following updates:

- Open House for DTSD Board of Director Candidates
- Upcoming Events
- TIFF Committee

**8. RECOGNITION OF CITIZENS**

**Minutes**

The following citizens were recognized by the Board:

- None

## 9. ADJOURNMENT

### Minutes

Following a motion by Mrs. Memmi and a second by Mr. Franklin the meeting was adjourned at 8:19 p.m.

Respectfully submitted,

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Michael Frentz  
Secretary to the Board  
Approved at the March 13, 2017 meeting

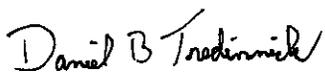
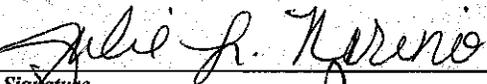
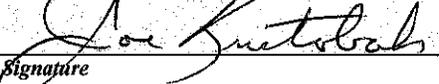
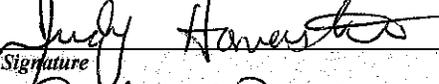
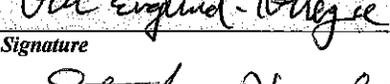
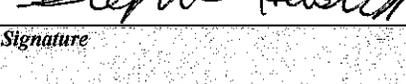
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Brian Shiflett  
Vice-President of the Board of Directors

JWR

# Derry Township School District School Board Meeting February 27, 2017

Please Sign In AND Print Your Name

Signature	Printed Name
	Dan Tredinnick
	RICHARD C. LeBLANC
	Julie L. Nerino
	MARIL W. Amundson
	Joe Kustobak
	Judy Haverstick
	Julie Brown
	Kirsten Schawrich
	Eric Englund-Krieger
	Stephen Haverstick

## 2016 Winter Season (Pending)

- Girls' Basketball:** Team record was 7 & 15. We return all but one starter. Cassie Zugay led the Keystone division in scoring and points per game. With a strong Freshman class coming up and many returning players, the program should be vastly improved. The atmosphere was very positive and the team was very competitive. The leadership of this team was outstanding.
- Wrestling:** The wrestling team finished with an overall record of 6 & 9. Nyiem Flucas and Ryan Schwartz qualified for Districts, with hopes of qualifying for States. We graduate 6 seniors, but the program needs to increase the expectations and the numbers of participants.
- Boys' Basketball:** The boys finished with a regular season record of 11 & 11. They are still in the post season, playing for a birth in States. This would be the 5<sup>th</sup> time in school history that they have qualified for States in the last 30 years. The team as a whole is young, and should continue to improve for the remainder of this season and next. Team cohesion has been excellent.
- Boys Swimming & Diving:** The boys finished with an overall record of 8 & 2. They finished 2<sup>nd</sup> in the Mid Penn Conference Championship. In diving, Jake Hedrick was the Mid Penn Diving Champion. Jake and Henry Isaacson will compete for Districts and a birth at States. The swim team will compete at District next weekend, with hopes of going to States as well. This team has the highest GPA of the Winter Sports.
- Girls Swimming & Diving:** The girls finished with an overall record of 10 & 0, winning the Common Wealth Division title for the 7<sup>th</sup> consecutive year. They also took first place in the Mid Penn Swimming Championship. In diving, Meredith Gould was the Mid Penn Diving Champion. Meredith and Quincy Blubaugh will compete at District, with hopes of qualifying for States. The girls' swimming team is looking to take the District Championship again for the 7<sup>th</sup> consecutive year and qualify as many as possible for States. Like the boys' team, the girls' have the highest GPA of the female Winter Sports teams. Tremendous leadership with this group.
- Cheerleading:** Another great season for these girls'. Cannot say enough about their poise and attitude. When you have a senior night, and every

senior girl and coach is crying, you realize how close they really are. Tremendous group of young ladies who represent our school with class and dignity.



## VENUE USE AGREEMENT

**THIS VENUE USE AGREEMENT ("Agreement")** is entered into on February 13, 2017, 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 6, 2018
EVENT TIME:	7:00 PM
DOORS OPEN:	5:30 PM
LOAD-IN:	Any time after 6:00 AM on Event Date
LOAD-OUT:	Immediately after event concludes on Wednesday, June 6, 2018

### 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 **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), PLUS ALL EXPENSES**. All monies are payable in United States currency at settlement on the day of Event, or immediately upon receipt of invoice following Event.

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.

**CREDIT CARD FEES:** THIS PARAGRAPH INTENTIONALLY DELETED

**FACILITY FEE:** THIS PARAGRAPH INTENTIONALLY DELETED

**TAXES:** THIS PARAGRAPH INTENTIONALLY DELETED

**TICKET HANDLING FEES:** THIS PARAGRAPH INTENTIONALLY

**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 SCHOOL OF DANCE.

**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: Kevin Stumpf  
Title: GM, Attractions & Entertainment

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

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

Date: 2/28/17

DN -

**LOCATION RELEASE AGREEMENT**

<b>Owner/Manager Name:</b>	Hershey Entertainment & Resorts Company, as agent for the M.S. Hershey Foundation ("Owner")
<b>Property/Location:</b>	Hershey Theatre, 15 E. Caracas Dr. Hershey, PA 17033 ("Property")
<b>Name of Individual(s) or Entity</b>	Derry Township School District ("Producer")
<b>Requesting Use of the Property:</b>	30 E. Granada Ave., Hershey, PA 17033
<b>Project/Program Description:</b>	Live Stream – Hershey High School Graduation ("Project")
<b>Film/Photography Date(s):</b>	June 6, 2018

Owner hereby grants to Producer and its respective parents, subsidiaries and affiliates, licensees, successors and assigns permission to enter upon and use the Property for the sole purpose of photographing and recording certain scenes in connection with the Project on the date(s) set forth above subject to Owner's policies and procedures in effect from time to time. All physical embodiments of filming, recording and photography on the Property shall hereinafter be referred to as the "Materials." Any other use of the Materials, or any transmission, picture, or other depiction or description of the Property, information, or use of any Owner owned or licensed trademark outside the specific use granted by this Agreement is prohibited without prior written approval of Owner.

Producer may bring onto the Property such persons and equipment necessary for the Materials and agrees to remove the same after completion of work and leave the Property in as good of condition as when received.

Producer has the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast (including streaming), and distribute in whole or in part the Project, including any scenes containing the Materials. The Project shall not portray the Property or Owner in a negative light, or defame, slander, or otherwise cause Owner reputational damage.

Producer bears sole responsibility for securing any and all personal appearance and material releases for any interviews, testimonials, appearances, materials and the like it desires to include in the Materials and/or Project.

Producer agrees to indemnify, defend, and hold harmless Owner, its affiliated and related entities, and the owners, directors, officers, employees and agents of each and all other parties that have a legal or any other interest in or to the Property, from and against any and all loss, costs, expenses, injuries, damages and liabilities, including reasonable attorneys' fees ("Claims"), arising out of or resulting from: (i) Producer's entry upon and use of the Property under the terms of this Agreement, (ii) the entry upon and use of the Property by any person brought onto the Property by Producer for any related purpose, or (iii) the use of any person's likeness, testimonial(s), recording(s) of voice or otherwise in the Materials.

Producer hereby at its sole cost and expense, shall carry and maintain adequate insurance to cover its obligations under this Agreement. Such insurance shall include, but is not limited to: (i) Commercial General Liability Insurance for limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for each single occurrence and Three Million Dollars (\$3,000,000.00) aggregate and (ii) Statutory Workers' Compensation and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00). Producer shall provide evidence of such insurance to Owner at the time of the execution of this Agreement. The evidence should be in the form of a Certificate of Insurance, which shall name Owner as an additional insured.

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.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated.

**AGREED AND ACCEPTED:**

**OWNER**

BY:   
NAME: Joseph McFarland  
TITLE: Superintendent  
DATE: 2/28/17

**PRODUCER**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# 2017- 2018

## Derry Township School District

July 2017						
# of Days: Elem-0 Sec-0 Staff-0						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### July

- Significant Date/Event
- Weekend/Summer Recess
- 2-hr. Late Start for Students
- Early Dismissal for Students
- No School for Students
- No School, Students & Staff
- State Testing Window

August 2017						
# of Days: Elem-4 Sec-4 Staff-7/10						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### August

- 15-17 - Orientation/Induction
- 21-23 - In-Service
- 28 - First Day for Students

September 2017						
# of Days: Elem-19 Sec-19 Staff-19						
Su	M	T	W	Th	F	Sa
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### September

- 1,4-Labor Day Recess

October 2017						
# of Days: Elem-21 Sec-21 Staff-22						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### October

- 9-In-Service
- 10 - 2-hr. Late Start for Students

November 2017						
# of Days: Elem-17 Sec-19 Staff-19						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### November

- 1- End of 1<sup>st</sup> Marking Period
- 10 - End of 1<sup>st</sup> Trimester; 6<sup>th</sup> Grade Conferences
- 20-21 - Act 80 Days; Elem Conferences (No School for K-5 Students)
- 22-24 -Thanksgiving Recess
- 27 - 2-hr. Late Start for Students

December 2017						
# of Days: Elem-16 Sec-16 Staff-16						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### December

- 22 - Early Dismissal for Students
- 25-29 - Winter Recess

- ### January
- 1-2 - Winter Recess
  - 12 - End of 2<sup>nd</sup> Marking Period
  - 15 - Teacher Workday
  - 16 - 2-hr. Late Start for Students

January 2018						
# of Days: Elem-20 Sec-20 Staff-21						
Su	M	T	W	Th	F	Sa
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- ### February
- 16, 19 - Presidents' Day Recess
  - 20 - In-Service

February 2018						
# of Days: Elem-17 Sec-17 Staff-18						
Su	M	T	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

- ### March
- 2 - End of 2<sup>nd</sup> Trimester
  - 15 - Act 80 Day; Elem. Conferences (No School for k-5 Students)
  - 16- Act 80 Day Elem. Conferences/ In-Service Grades 6-12 (No School for K-12 Students)
  - 23- End of 3rd Marking Period
  - 28-30 - Spring Recess

March 2018						
# of Days: Elem-17 Sec-17 Staff-19						
Su	M	T	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- ### April
- 2 - Spring Recess

April 2018						
# of Days: Elem-20 Sec-20 Staff-20						
Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- ### May
- 28-Memorial Day

May 2018						
# of Days: Elem-22 Sec-22 Staff-22						
Su	M	T	W	Th	F	Sa
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- ### June
- 6- Last day Grade 12 & K PM; Graduation
  - 7- Last day K AM - Grade 11 Students; Early dismissal for Students; End of 4th Marking Period; End of 3rd Trimester

June 2018						
# of Days: Elem-5 Sec-5 Staff-5						
Su	M	T	W	Th	F	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### Makeup Days (In order)

- February 16
- March 28
- April 2

### Marking Period End Dates

#### Quarter Marking Periods (Sec.)

- First: November 1 (45 days)
- Second: January 12 (42 days)
- Third: March 23 (45 days)
- Fourth: June 7 (49 days)

#### Trimester Periods End Dates (Elem)

- First: November 10 (52 days)
- Second: March 2 (64 days)
- Third: June 7 (62 days)

### Student and Staff Days

- Total Student Days - Elementary 180
- Total Student Days - Secondary 181
- Total Staff Days 190
- (New Teachers 193\*)

\*Includes three new teacher orientation days

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# CAIU BOARD HIGHLIGHTS

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The following actions were taken at the **February 23, 2017** meeting held at the Enola Office of the Capital Area Intermediate Unit.

## **Reports/Updates**

- Holly Brzycki, Supervisor of Online Learning, shared an overview of the Capital Area Online Learning Association (CAOLA) including the curriculum, program structure, partnerships and the goals for CAOLA.
- Alicia McDonald, Director of Student Services, shared that her team is experiencing turnover of staff, especially at the paraprofessional level due to complexity of student needs and level of support needed. The recruitment and retention of staff create critical challenges and concerns. She also shared that we are continuing our partnership with Messiah College for Pre-Service teachers to observe and student teach in our CAIU classrooms.
- Theresa Kinsinger, Director of Organizational Services, shared that Affordable Care Act reporting has been completed. A Guest Teacher training will be held at the CAIU on July 26<sup>th</sup> and 27<sup>th</sup>. The CAIU continues to experience a severe substitute shortage. The Pennsylvania Association of School Personnel Administrators (PASPA) conference will be held next week.
- Len Kapp, Supervisor, Operations and Transportation, shared that the Governor's budget proposal includes language to change the transportation funding formula for school districts with the potential of decreasing subsidy amounts for many local districts.
- Brian Griffith, Director of Curriculum Services, shared that the Mid-Atlantic Conference on Personalized Learning will be held in Baltimore next week with about 460 registrants from over 30 states.
- David Martin, Director of Technology Services, shared that his team continues to market AgendaManager both in Pennsylvania and outside the state. The PETE&C conference was held last week and he commended students from West Shore School District and Derry Township School District for their conference technology support. Phase One of the conference room updates has been completed.
- Daren Moran, Business Manager, shared that the General Operating Budget needs approval by the majority of our member school districts. Six districts have already approved the General Operating Budget. He recently met with PAIU and CAIU business managers.
- Dr. Rhonda Brunner, Assistant Executive Director, shared that policies are being developed to comply with the Healthy, Hunger-Free Kids Act of 2010 including policies on unpaid meal charges and student wellness. The PDE School Climate initiative will expand to include more school districts next year. Plans are underway to include at least 3 Intermediate Unit-focused sessions at the fall PSBA/PASA conference.
- Cindy Mortzfeldt, Executive Director, shared that she is working with our substitute vendor to improve substitute fill rates. Variety – the Children's Charity has expanded in our region to include the My Stroller and the My Voice program. Cumberland Valley High School was the winner of the 2017 Governor's STEM Competition which was held at the CAIU. The 18<sup>th</sup> Annual Champions for Children Bingo fundraiser will be held on April 7<sup>th</sup> at the CAIU.
- Rennie Gibson shared that Statement of Financial Interest forms are due and should be sent to her attention.

**Executive Session** – Executive session was held to discuss a personnel matter.

## **Approved Action Items**

- Minutes from the January 26, 2017 CAIU Board Meeting

- Treasurer's Report and Payment of Bills – a total of \$4,036,730.55 in receipts and \$7,444,386.55 in expenditures for January 2017
- Summary of Operations for the 2016-17 fiscal year showing revenues of \$46,116,127.07 and expenses of \$38,826,029.84
- Other Fiscal Matters
  - Proposed 2017-18 Market Place Services Fee Schedule
  - Proposed contract with Comcast Cable Communications Management LLC for the Wide Area Network and Internet subject to a final agreement acceptable to the administration and Council, and subject to the signature of the Board President on the final agreement
- Policies & Programs
  - Second Reading, New Policy #247 – Hazing
  - First Reading, Revised Policy #810.1 – Drug/Alcohol Testing – Covered Drivers
- Personnel Items – See Attached Report

**Executive Director's Report**

- See attached written report.

**President's Report**

- Mrs. Jean Rice thanked the board for their participation in today's Board meeting as there was a lot to cover. She also appreciated having great attendance at today's meeting.

**NEXT MEETING: Thursday, March 23, 2017, 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:**

- **KATHERINE DERK**, Teacher, Emotional Support Program, effective January 30, 2017. Reason: Personal.
- **JENNIFER KRAUS**, Educational Paraprofessional, Dual Diagnosis Program, effective February 13, 2017. Base salary of HS+30, Step 1, \$18,253 for 189 days of service will be prorated for a total of 72 days with additional new hire days as required. This is a replacement position funded through the Emotional Support budget.
- **ANTHONY LUBIC**, Application Developer II, Technology Team, effective February 3, 2017. Reason: Personal.
- **BILLIJO MILLER**, Personal Care Assistant, Emotional Support Program, effective February 23, 2017. Reason: Employee accepted a position with East Pennsboro Area School District.
- **IMANI ROBERTS**, Personal Care Assistant, CATES Program, effective February 15, 2017. Base salary of HS+30, Step 1, \$18,253 for 189 days of service will be prorated for a total of 70 days with additional new hire days as required. This is a new position funded through the CATES budget.

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

- **KRISTEN OESTERLING**, Personal Care Assistant, CATES Program, effective February 13, 2017. Base salary of HS+30, Step 1, \$18,253 for 189 days of service will be prorated for a total of 72 days with additional new hire days as required. This is a new position funded through the CATES Program.
- **BRIANNA SMITH**, Educational Paraprofessional, Dual Diagnosis Program, effective February 6, 2017. Base salary of HS+30, Step 1, \$18,253 for 189 days of service will be prorated for a total of 77 days with additional new hire days as required. This is a replacement position funded through the Dual Diagnosis budget.
- **MICHAEL ZITO**, Personal Care Assistant, Emotional Support Program, effective February 9, 2017. Base salary of HS+30, Step 1, \$18,253 for 189 days of service will be prorated for a total of 74 days with additional new hire days as required. This is a new position funded through the Emotional Support Program.

**C. CHANGES OF STATUS:**

- **SAMANTHA GRUBBS**, Educational Paraprofessional, Autism Support Program, from active to terminated status due to failure to report to work, effective January 3, 2017.

**D. CHANGES OF SALARY:**

- **ELIZABETH JENSEN**, change of salary from 80% of Bachelors, Step 2 to full amount of Bachelors, Step 2, \$44,747 for 189 days of service, prorated for 73 days, in accordance with the Collective Bargaining Agreement. Employee changed from a Floater Teacher to a Teacher in the Emotional Support Program, effective February 13, 2017.
- **BARBARA SWENSON**, change of salary from 80% of Bachelors, Step 1 to full amount of Bachelors, Step 1, \$44,247 for 189 days of service, prorated for 91 days, in accordance with the Collective Bargaining Agreement. Employee changed from a Floater Teacher to a Teacher in the Dual Diagnosis Program, effective January 17, 2017.

**E. LEAVES OF ABSENCE:**

- **PAMELA FRY**, Educational Paraprofessional, Early Intervention Program, leave of absence effective February 3, 2017 – February 10, 2017. Leave is requested using accumulated paid leave for the morning of February 3, 2017 for a total of 0.5 paid

days and without pay from the afternoon of February 3, 2017 – February 10, 2017 for a total of 5.5 unpaid days. Leave is requested in accordance with CAIU and FMLA policies.

- **KELLI GARIS**, Educational Paraprofessional, Emotional Support Program, unpaid leave is requested for January 19, 2017 and February 16, 2017 due to exceeding 10 days of leave without pay. Leave is requested in accordance with CAIU Board Policy #339 – Uncompensated Leave.
- **LYNETTE LEE**, Educational Paraprofessional, Early Intervention Program, leave of absence June 26, 2017 – July 26, 2017. Leave is requested without pay for a total of 18 unpaid days. Employee is not eligible for FMLA, but leave is in accordance with CAIU Board Policy #339 – Uncompensated Leave.
- **NANCY MAUST**, Educational Coach, Student Services Team, leave of absence effective January 18, 2017 – April 12, 2017. Leave is requested using accumulated leave time from January 18, 2017 – the morning of April 3, 2017 for a total of 52.5 paid days and without pay from the afternoon of April 3, 2017 – April 12, 2017 for a total of 7.5 unpaid days. Leave is requested in accordance with CAIU and FMLA policies.
- **SHIRLEY TAYLOR**, Clerk, Administrative Team, leave of absence effective March 2, 2017 – May 12, 2017. Leave is requested using accumulated paid leave for a total of 50 days and is in accordance with CAIU and FMLA policies.
- **EMILY SIDELINGER**, Speech and Language Clinician, School-Age Speech Program, leave of absence March 13, 2017 – April 28, 2017. Leave is requested using accumulated paid leave from March 13, 2017 – the morning of April 20, 2017 for a total of 24.5 paid days and without pay from the afternoon of April 20, 2017 – April 28, 2017 for a total of 6.5 unpaid days. Leave is requested in accordance with CAIU and FMLA policies.

# Executive Director's Report

## February 23, 2017

### PROGRAM SPOTLIGHT

#### Capital Area Online Learning Association

School districts in the Capital Area region came together as the Capital Area Online Learning Association (CAOLA) in 2009 to provide a quality online learning solutions for students. Since its inception, CAOLA has expanded to other Intermediate Units and districts across Pennsylvania. CAOLA offers flexible learning options for students with limited course selections, unique scheduling needs or family obligations. CAOLA offers a highly engaging curriculum that meets the needs of a variety of students. Currently, CAOLA membership includes 97 school districts across 11 Intermediate Units. Over 4,000 students are enrolled in more than 36,000 courses. Most recently, CAOLA has added project based learning courses that require students to create projects addressing real world problems and scenarios.

### NEWS

#### Variety – the Children's Charity

Variety enables children with disabilities to live life to the fullest with a focus on mobility, communication and social inclusion. The CAIU has worked with Variety to identify and provide children with adaptive bikes through the "My Bike" program. In the near future, the children and families in our region will be able to participate in Variety's "My Stroller" and "My Voice" programs. "My Stroller" program provides a Kid Kart Mighty Lite adaptive strollers and "My Voice" program provides a communication device to eligible children with a communication disorder. We are very excited to learn about the expanded opportunities for children in our region.

#### STEM Competition

The **Governor's STEM Competition** is an annual, rotating themed academic contest students in grades 9-12 that is focused on exposing students to STEM concepts, skills, and occupations. This year's theme "Building a Stronger Pennsylvania." The purpose for the competition is to increase STEM-related educational opportunities for students at the regional and state levels. Furthermore, the STEM Competition intends to raise awareness of the importance of science, technology, engineering, and mathematics education. This year's Governor's STEM Competition held at the CAIU on February 14,



for

was

was

2017. We had 6 teams participate: Cumberland Valley HS, Lower Dauphin HS, Newport HS, Cedar Cliff HS, Shippensburg Area Senior HS and West Perry Senior HS. The top three winning teams were:

- 1<sup>st</sup> Place** – Cumberland Valley HS (moving to the State Competition at Thaddaeus Stevens in May)
- 2<sup>nd</sup> Place** – West Perry Senior HS
- 3<sup>rd</sup> Place** – Shippensburg Area Senior HS

## **Student Services**

### **Pupil Services/CAMhP/Diakon/Educational Coaches**

- Hill Top Academy and Pennsylvania Psychiatric Institute (PPI) are continuing their partnership with success. Students who are in immediate crisis are able to bypass the Emergency Room and be automatically admitted based on required criteria that our Licensed Clinical Psychologist and Licensed Social Worker review for placement.
- We continue to fill contracts for Psychological services to support districts in staff shortages in Chambersburg, Lower Dauphin and Big Spring.
- The coaches are working with staff to get trained for PSSA/Keystone exams. Keystone exams will be done online for the first time for 2017 testing window.
- Our school-age staff Summer Academy training calendar will be completed by the end of February and on 48 CARATS in March. There are several opportunities for district staff to register for professional development.

### **OT/PT**

- Caseloads are very full for this time of year. We are looking to increase the time of one of our part-time OT's and we are looking for an LTS PT for the rest of the year.

### **Early Intervention/Preschool**

- Jean Gray and Lara Borne, Educational Consultants, attended and provided resources at a transition conference that focused on childhood trauma, challenging behaviors, administering the Adverse Childhood Experiences Scale and how to prepare for transition of new students into kindergarten. This event was sponsored by Parents and Partners, South Middletown School District, IU13 and Success by 6 United Way of Carlisle and Cumberland Counties.

### **Hill Top Academy**

- Hill Top Academy, with the support of the Technology team in Enola, has committed to administering all Keystone exams online this spring. Transitioning away from the paper and pencil exams is expected to improve test security and student engagement during testing.
- To date, secondary students at Hill Top have completed 10 CAOLA courses with a 100% pass rate. Through utilizing CAOLA, Hill Top has been able to offer higher-level courses to students and allow them to continue courses they were taking in their home district.
- Earlier this month Hill Top Academy hosted the orientation for Messiah College's spring teacher interns. Student Services will host close to 20 interns this spring at Hill Top, Early Intervention and various district classrooms.

### **Autism/Multiple Disabilities Support**

- The Project Max team is planning professional development for all district-based IU classes in the areas of presumed competence, a focused look at academic standards, deconstructing a unit plan, a new perspective on inclusion opportunities, and involving families in the academic process.
- One of our MDS students at Steelton-Highspire High School recently received a wheelchair mount which allows her the opportunity to independently access curriculum resources through her Eye Gaze technology.

### **Project Search**

- We have received 10 applications for Project Search for the 17-18 school year. The Interview and Assessment Day will be held on March 29<sup>th</sup> at Penn State Health Hershey Medical Center.

### **Loysville Youth Development Center**

- The current enrollment is 106 residents; approximately 33% of the population had turned over since early December.
- Twenty-three of the 106 students, or 22%, of the population already have their GED or High School Diploma but still attend school daily.

- Five students passed the GED test this month and seven earned their HS Diploma (issued by the Commonwealth of PA)
- January 10, 11, and 12 – Building Trades class had 9 students prepare for Weatherization skills testing. A representative from Penn Tech spent three days testing students with a 100% success rate. All students received certification.

### **School-age Speech and Language**

- For the second time in two months, Alice Womer has visited the Camp Hill State Prison in order to complete a referral request, submitted by the state, for a speech and language assessment. In both cases, the young men had IEPs that included speech services so the prison officials were ensuring that FAPE was still being provided.

### **Deaf and Hard of Hearing**

- The students in Jennifer McLaughlin's DHH class at Conewago Elementary celebrated the 100<sup>th</sup> day of school last week with a variety of activities and were able to join the Kindergarten class for some activities with their students such as stacking 100 solo cups in various ways, doing 100 seconds of exercises, and building towers with 100 Legos, etc. They also made a delicious Trail Mix with 100 pieces of Chex, Cheez-it, M & Ms, pretzels, marshmallows, and more.

### **Equitable Participation**

- Meg Taylor-Makuch, Heather Waldner, and Alicia Shaffer continue to coach teams of educators in the non-public schools. They have kept busy with a steady stream of requests for coaching, as they continue to work toward bringing in schools who have not accessed the coaching model yet. The three staff held a workshop at the CAIU on January 18<sup>th</sup> that was attended by members of ten schools. They had planned activities which highlighted the best practices for teaching vocabulary. With this, they also shared many resources related to vocabulary and then guided some collaborative sharing among the educators.

### **NOTIFICATION OF ACTIVITIES**

- Attended the PAIU Central Region Executive Directors' meeting
- Attended the monthly PAIU Executive Directors' meeting.
- Attended Harrisburg Chief Recovery Officer Committee meeting
- Attended the Capital Region Partnership for Career Development Student Showcase Luncheon and Event

### **SAVE THE DATE:**

#### **18<sup>th</sup> Annual Champions for Children Bingo - April 7, 2017**

Let's play Bingo--and help support Champions for Children! Bingo and raffle prizes at this year's event will include Vera Bradley bags and accessories and Longaberger Baskets. Food will be available and raffles will be held throughout the evening.

Champions for Children offers assistance to children in need within the Capital Area Intermediate Unit's service area. Since 2000, Champions for Children Basket Bingo has helped to raise over \$40,000!

Doors open at 5:45 p.m., bingo starts at 6:45 p.m. Adults only. Tickets: \$25 for 6 cards.

## Trojan Foundation Board Report

There was a meeting of the Trojan Foundation on Feb. 21 at 7:30 at the District Office. We discussed the upcoming TOH and the current total restaurants that have signed up to participate. We are happy to announce we have a total of 17 so we are very close to reaching our goal of 20.

We want to remind board members and parents that tickets can be purchased this year ahead of time online at [ticketbud.com](http://ticketbud.com).

Two Grant submissions were presented to the Trojan Foundation. One Link can be found below for One Button This can help out our students with morning announcements as well as many other projects around the school for multi media communications.

Another grant opportunity was presented by Mrs. Clouser for water fountain attachments that would allow students to fill their water bottles in other areas of the school. Currently they can only fill their water bottles easily in the nurses office.

This concludes my report.

<http://onebutton.psu.edu>

<http://mediacommons.psu.edu/faculty/using-your-one-button-studio>