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**Derry Township School District
Board of Directors Meeting
September 11, 2023
Summary Minutes - IV**

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Mr. Singer at 7:00 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Mike Rizzo, Ericka Schmidt, Kathy Sicher, and Terry Singer

Members Absent: Robert Bennett

Non-Voting members in Attendance: Stacy Winslow

Student Board Representatives in Attendance: Lucy Barto, Natalie Colarossi, Shiza Saad

Solicitor: Jeff Ouellet

Staff/Public in Attendance In-Person: Phil Ayala, Susan Barto, David Barto, Michael Davies, Katherine English, Sarah Karpel, Sheryl Pursel, Jason Reifsnnyder, Jennifer Renz, Honesta Romberger, Tracey Royo, Lindsey Schmidt, Aaron Shuman, Lisa Sviben Miller Lee Vasiliades, Dave Weaver, and Tawnjah White

Staff/Public in Attendance Virtually: Lisa Balanda, Mark Balanda, Robert Brackbill, Tracy Brown, Brandon Bucher, Dr. Marilyn Carter, Jessica Custer, Michael Davies, Michelle Davies, Julie DeDonatis, Kim Dilger, Lauren Doliner, Lauren Doyle, Kelly English, Michael Hallinan, Scott Harman, Michelle Hoffer, Colby Hollinger, Jen Hynes, Jessica Intrieri, Cindy Jackson, Missy Kunder, Kristin Leiss, Malinda Miller, Andrea Mitchell, Michelle O'Brien, Angie Persing, Jennifer Renz, Kirsten Scheurich, Lindsey Schmidt, Angie Shipper, Melissa Shultz, Tim/Carol Smith, Alys Stets, Drew Weidman, Lisa Woods

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

Approval of the Derry Township School District Board of Directors Agenda.

Minutes

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

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

2. INFORMATIONAL AND PROPOSALS

2.a. Presentation - Crabtree Rohrbaugh & Associates

Minutes

Anthony Colestock, Frederick Withum, and John Beddia of Crabtree, Rohrbaugh & Architects gave a presentation on the architecture / engineering services with an agenda to go over: student enrollment, visioning, and Granada study.

2.b. Presentation - Raymond James and PFM

Minutes

Lou Verdelli, Olivia Atlasik of Raymond James Public Finance, Scott Shearer of PFM, and Rohnda Lord as Bond Council of Saxton & Stump for Financial Planning of Capital Projects had information regarding current interest rates to share.

2.c. Presentation - Mental Health Screening

Minutes

Mrs. Sviben Miller and Ms. Schmidt shared details on the presentation for Mental Health Screening.

2.d. President Communications

Minutes

Mr. Singer announced the Board met in Executive Session prior to tonight's meeting to discuss the following:

- Matters of Personnel

2.e. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda. Citizens wishing to speak, if in person, should complete and turn in a registration form to the Board Secretary, Mrs. Agee. Registration forms can be found on the sign-in table adjacent to the board room entrance. When your name is

announced, come to the microphone. If online, you must have registered individually with your full name, and address, to be recognized. Raise your virtual hand for recognition. Once recognized or un-muted, it is only necessary that you identify yourself by providing your full name.

This is a reminder that public comment is not a forum for personal attacks, antagonistic behavior, or harassment. Please be advised that you are accountable for any legal ramifications and liability that results from statements that misrepresent the truth, defame individuals, or disclose personal information that is not of public concern.

To provide other residents with an opportunity to speak, each speaker during the public comment portion is limited to five (5) minutes of speaking time once recognized and limited to one opportunity to address the Board during each of the public comment periods. If necessary, the Board may set a maximum time for the public comment portion of any meeting.

Minutes

The following citizens were recognized by the board:

- Dave Weaver spoke regarding the presentations from Crabtree Rohrbaugh & Associates, Raymond James and PFM as well as the Mental Health Screening presentation.

2.f. Community Correspondence Report

Minutes

Ms. Karpel reported that there was a total of 51 submissions during the month of August.

2.g. Standing Committee Meeting Report

Minutes

Dr. Cronin gave a report on the Curriculum Council Meeting that met prior to this evening's meeting and discussed the following:

- Curriculum Goals
 - implement the new PA science standards for K - 12
 - ensure compliance with Pennsylvania's Act 55
 - implement the recently approved math Eureka program at the elementary school involving K - 5 students
 - explore systemic elements that may limit student access to advanced learning opportunities

- a follow-up to the May 19 Curriculum Council Meeting - the appropriateness of middle school books - LGBTQ Plus collections have been recommended by various authorities - shared with Dr. Shuman and the librarians to vet (consistent with the district's practice)

Dr. Koch gave a report on the Policy Meeting that met prior to this evening's meeting and discussed the following:

- minor revisions to some of the policies based off PSBA recommendations
 - a meetings policy
 - supplemental discipline records
 - students experiencing homelessness
- tabled two policies to collect some data and get some input from other administrators
 - the inter scholastic athletics
 - employment of district staff
- finished reviewing our 800 policies -all of those went to 30 day review for full board approval

2.h. Student Representatives' Report

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

Minutes

Student Board Representatives Lucy Barto, Natalie Colarossi, and Shiza Saad gave a report that included the following:

HHS-

- HHS football team is 3-0 after their latest win against Dallastown Friday
- this week we play a home game on Thursday night
- our boys soccer team has a home game Friday night against our rival Lower Dauphin
- mini-Thon is selling Gold Out t-shirts and hosting Gold Out sports games in honor of September being Childhood Cancer Awareness Month
Gold Out games are:
 - field hockey this Wednesday
 - football is this Thursday
 - volleyball is September 25
- kicked off the first few weeks of school on a community period schedule - we went over building expectations while connecting with our peers and teachers to promote a supportive community in Hershey High School
- The Cocoa Bean bowl hosted by the Hershey Rotary will take place on September 23rd at 1:30 pm at Milton Hershey

-
- HHS hosted the annual Ben and Tim day with 800+ runners and the fastest 5K time we've ever seen

HMS-

- HMS Bridge day - August 16 - incoming 6th graders were welcomed and introduced to the students
- W.E.B. (Where Everyone Belongs) Leaders led the 6th graders through activities and took them on a tour of the building
- Back to School Night September 14 - Parents meet their child's teachers, tour the school, and learn more about the plans for the upcoming year

Elementary School-

- staff created their annual first day of school video of the whole district showcasing the students in our community - this can be found on the district's Facebook and Instagram page (DTSD News) or the district website
- back to school night September 7th - allowed families to see a glimpse into their child's classroom and some of the projects from this year
- September 7th Miss Clark's first grade class placed painted rocks created during the PBIS Community Fun Night in wooden letters constructed by the grounds staff that spell out HES in front of the Elementary school's main office

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

The following items will be on the Agenda for the next Public Board of Directors Meeting:

1. Approval of September 11, 2023 Board of Directors Summary Minutes
2. Club Recognition - Skincare Awareness Club

3. UNFINISHED BUSINESS

4. CONSENT AGENDA ITEMS

The consent agenda contains routinely adopted items and items that normally do not require public deliberations on the part of the Board. A Board Member may pull items which will then be discussed and voted on separately.

Minutes

Following a motion by Dr. Koch and a second by Ms. Drew the Consent Agenda items were approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

4.a. Approval of Summary Board of Directors Meeting Minutes

4.b. Requests for the Use of School Facilities

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

Group: **Hershey Girls Basketball Booster Club**
Date/Time: Wednesday's September 13, 20, & 27, October 4, 11, 18, & 25, 2023
7:00 p.m. - 8:30 p.m.
Requested Facility: ECC Gym
Event: Girls Basketball Youth Clinic
Fee: None

Group: **Hershey Hawks Baseball**
Date/Time: September 24, & October 15, 2023
North Field - 10:00a.m. - 3:00 p.m.
South Field - 10:00 a.m. - 2:30 p.m.
Requested Facility: North & South Fields
Event: Community Baseball Clinic
Fee: None

Group: **HHS Band Boosters**
Date/Time: Thursday, November 2, 2023 3:30 p.m. - 9:30 p.m.
Requested Facility: High School Cafeteria, & Gym (if available)
Event: Marching Band End of Season Banquet
Fee: None

Group: **Leukemia & Lymphoma Society, Inc.**
Date/Time: Saturday, October 14, 2023
10:00 a.m. - 1:00 p.m. Cafeteria (for staging event)
1:00 p.m. - 9:00 p.m. Bus Corral & Parking Lots

Requested Facility: HS Cafeteria, HS Bus Corral & Parking Lot, MS Parking Lot
Event: Light the Night Walk
Fee: Custodial Fee: \$44.09 per hour, per custodian (2)
 (approximately \$1,058.16)
 Total Fees: (Approximately \$1058.16)

4.c. Announcement of Staff Development Conferences

<i>Staff Member:</i>	Jason Pedersen
<i>Conference:</i>	ASPP Fall Conference 2023
<i>Location:</i>	State College, PA
<i>Dates:</i>	November 8-9, 2023
<i>Staff Member:</i>	Victoria Smith
<i>Conference:</i>	PACTA 2023 PA Cooperative Education Conference
<i>Location:</i>	State College, PA
<i>Dates:</i>	October 19-20, 2023

4.d. Brightly Software Agreement

The Administration recommends the approval of the Brightly Software Agreement for asset management, facility usage, event scheduling and energy monitoring.

4.e. Broadway Licensing Agreement

The Administration recommends the approval of the Broadway Licensing Agreement the high school edition of the fall play, Clue.

4.f. CAIU 15 Agreement

The Administration recommends the approval of the CAIU 15 Agreement for the operation of an Early Intervention CAIU classroom for the 2023-24 school year in the Hershey Elementary School.

4.g. CAIU 15 Title 1 Non Public Programs and Services Agreement

The Administration recommends the approval of the A CAIU 15 Title 1 Non Public Programs and Services Agreement to provide services to students attending St. Joan of Arc During the 2023-24 school year.

4.h. Edmentum

The Administration recommends the approval of Edmentum to provide Study Island programs for math, ELA Keystone remediation and Science remediation benchmark assessments.

4.i. Kenbrook Contract

The Administration recommends the approval of the Kenbrook Contract to reserve the camp for middle school 6th grade students to participate in Derry Township School District environmental education retreat in May of 2024.

4.j. Koppy's Propane Agreement

The Administration recommends the approval of the Koppy's Propane Agreement for upgraded equipment to the existing fueling station that will provide dual fueling capabilities and still allow movement of the tank should flooding occur.

4.k. Lancaster Lebanon Intermediate Unit 13 Agreement

The Administration recommends the approval of the Lancaster Lebanon Intermediate Unit 13 Agreement to provide Title I Nonpublic Services for a student attending Mount Calvary Christian School during the 2023-24 school year.

4.l. Mixed Impression DJ's Agreement

The Administration recommends the approval of the Mixed Impression DJ's Agreement to provide DJ services for the Homecoming Dance scheduled for October 21, 2023.

4.m. Newsela Agreement

The Administration recommends the approval of the Newsela Agreement to provide news-a-literacy for grades 6-12 that features articles on topics ranging from current events to myths and legends from literature to science.

4.n. PowerSchool Group Agreement - eFinance

The Administration recommends the approval of the PowerSchool Group Agreement to renew the eFinance software used by the Business

Office and Human Resources for functions that include accounting, purchasing, payables, payroll, benefits and financial reporting.

4.o. PowerSchool Group Agreement - training

The Administration recommends the approval of the PowerSchool Group Agreement for an additional fifteen hours of training time. This will allow the business office staff to work directly with a trainer to learn and make changes to the eFinance accounting system.

4.p. Acadience Learning Online Use Agreement -Retroactive

The Administration recommends the retroactive approval of the Acadience Learning Online Use Agreement to allow for online access to test scores and student data for reading challenges and intervention in the k-5 grade levels.

4.q. Lifetouch Agreement Retroactive

The Administration recommends the retroactive approval of the Lifetouch Agreement is a one year agreement for the 2023-24 school year for Lifetouch to produce the Middle School Yearbook.

4.r. Music Theatre International Contract Retroactive

The Administration recommends the retroactive approval of the Music Theatre International Contract for the royalties and materials for the spring musical, Seussical.

4.s. Navigate360 - retroactive

The Administration recommends the retroactive approval of Navigate360 visitor management for enhancement of safety and security of our school district by managing and tracking visitors to the district.

4.t. Specialized Education of PA Agreement - Retroactive

The Administration recommends the retroactive approval of the Specialized Education of PA Agreement. This is a placement agreement with Capital Academy to provide behavioral, social, emotional and special education services for four students.

4.u. Susquehanna Township School District - Laurel Life Agreement - Retroactive

The Administration recommends the retroactive approval of the Susquehanna Township School District, Laurel Life Agreement.

4.v. Western PA School for the Deaf Transportation Contract - Retroactive

The Administration recommends the retroactive approval of the Western PA School for the Deaf Transportation Contract.

4.w. World of Learning Institute Services (WOL) - Retroactive

The Administration recommends the retroactive approval of World of Learning Services to provide flexible and customized instruction in French, German, Japanese, Latin, Spanish and other languages as needed in an online format.

5. NEW BUSINESS

5.a. Personnel - Resignations

The Administration recommends the approval of the following resignations:

Classified:

Phillips, Anita

Cafeteria/Recess Aide

Primary Elementary School

Reason: Personal

Effective: 09/15/2023

Seibert, Kelly

Paraprofessional (Self-Contained Classroom)

Early Childhood Center

Reason: Retirement

Effective: 09/30/2023

Zimmerman, Margaret

Food Service Worker

High School

Reason: Retirement

Effective: 06/01/2024

Limited Service Contract:

MacNicol, Megan

Musical Ticket Manager - H.S.

Reason: Personal

Effective: 09/01/2023 (retroactive)

Minutes

Following a motion by Dr. Cronin and a second by Mrs. Memmi, the Personnel Resignations were approved.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer

Nay: 0

Abstain: 0

Not Cast: 1 Robert Bennett

5.b. Personnel - General

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

Professional:

Groh Steffy, Cathy (replacing Natalie Lynch)

Special Education Teacher

Early Childhood Center

Long-Term Substitute

Bachelors, Step 1

Salary: \$57,276.73 (pro-rated)

Effective: To Be Determined through the end of the 2023-24 school year (pending receipt of Act 168's)

Classified:

Alicea, Kateria (replacing Luiz Martinez)

Cafeteria/Recess Aide

Early Childhood Center

Level A, 3.0 hours per day

Salary: \$17.64 per hour

Effective: 09/12/2023

Barton, Matthew (replacing Claude Baskerville)

Bus Driver

Transportation

Level A, 5.5 hours per day

Salary: \$21.66 per hour
Effective: 09/12/2023

Houghtaling, Sheri (replacing Breyanna Wulffleff)
Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$17.64 per hour
Effective: 08/31/2023 (retroactive)

Mayfield, Duane (replacing Richard Delia)
Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$17.64 per hour
Effective: 09/12/2023

Transfer of Classified Staff:

Delia, Richard* (replacing Ida Livingston)
From: Cafeteria/Recess Aide
Primary Elementary School
Level A, 3.0 hours per day
Salary: \$20.00 per hour
To: Food Service Worker
Early Childhood Center
Level A, 4.0 hours per day
Salary: \$20.00 per hour
Effective: 09/11/2023 (retroactive)

Nunez DePena, Maria* (replacing Amanda Long)
From: Substitute Food Service Worker
District-wide
Salary: \$13.27 per hour
To: Food Service Worker
Elementary School
Level A, 4.0 hours per day
Salary: \$17.64 per hour
Effective: 09/07/2023 (retroactive)

Pomroy, Shannon*
From: Paraprofessional
Middle School
Level A, 5.75 hours per day
Salary: \$18.82 per hour
To: Paraprofessional (Self-Contained Classroom)

Middle School
Level B, 6.5 hours per day
Salary: \$18.82 per hour
Effective: 09/12/2023

Change in Hours for Classified Staff:

Deshong, Yolanda*
Bus Driver
Transportation
From: Level A, 5.25 hours per day
To: Level A, 5.50 hours per day
Salary: \$22.44 per hour
Effective: 08/21/2023 (retroactive)

Grecia, Joseph*
Bus Driver
Transportation
From: Level A, 5.25 hours per day
To: Level A, 5.50 hours per day
Salary: \$23.49 per hour
Effective: 08/21/2023 (retroactive)

Grubb, Brian*
Bus Driver
Transportation
From: Level A, 5.25 hours per day
To: Level A, 5.50 hours per day
Salary: \$21.66 per hour
Effective: 08/21/2023 (retroactive)

Teyral, Susan*
Bus Driver
Transportation
From: Level A, 5.25 hours per day
To: Level A., 5.50 hours per day
Salary: \$23.49 per hour
Effective: 08/21/2023 (retroactive)

2. The Administration recommends the approval of the following request in accordance with District Policy 339:

Engle, Rochelle*
Custodian (2nd Shift)
High School

Uncompensated Leave
Effective: Approximately 10/06/2023 through 01/12/2024

Minutes

Following a motion by Ms. Drew and a second by Mrs. Memmi, the Personnel - General items were approved and transfers were recognized.

Vote Results

Yea: 8 Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay: 0
Abstain: 0
Not Cast: 1 Robert Bennett

6. DELEGATE REPORTS

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Ms. Drew welcomed the student representatives
- Dr. Cronin expressed a few comments regarding the remainder of her time on the board

7.b. Superintendent's Report

Minutes

Dr. Winslow gave a report that included the following:

- clarified percentage of special education in the district as 15% and not the 19% mentioned earlier - the 19% is the autism diagnosis percentage
- launch our redesigned website early next week
- fall sports and activities are back in full swing
- emphasized that our Special Education Department is a highly trained, extremely dedicated team of individuals who care deeply about children
- Patriot Day today - honoring those in the attacks of 9/11- both an American story and a Hershey story

7.c. Board President's Report

Minutes

Mr. Singer did not have a report to share.

8. RECOGNITION OF CITIZENS

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

Minutes

The following citizens were recognized by the board:

- Lee Vasiliades - spoke to girls' softball and coaching staff
- Kat English - suggested a display monitor for those in attendance to view to be able to follow along during the meeting. She also donated a book.

9. ADJOURNMENT

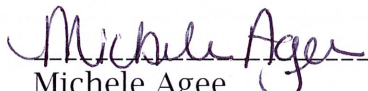
Minutes

The meeting was adjourned at 9:00 p.m. following a motion by Dr. Koch and seconded by Dr. Cronin.

Vote Results

Yea:	8	Donna Cronin, Lindsay Drew, Lindsay Koch, Maria Memmi, Michael Rizzo, Ericka Schmidt, Kathy Sicher, Terry Singer
Nay:	0	
Abstain:	0	
Not Cast:	1	Robert Bennett

Respectfully submitted,


Michele Agee
Secretary to the Board
September 25, 2023


Terence A. Singer
Board President

Derry Township School District
Board Meeting
September 11, 2023

Please Sign In AND Print Your Name

Signature

Printed Name

Sample Signature

Sample Name Printed

Signature

Printed Name

Katherine English

Signature

Printed Name

Michael Davis

Signature

Printed Name

Ursula Schmitt

Signature

Printed Name

Lisa M. Sviben Miller

Signature

Printed Name

Vanessa Ranz

Signature

Printed Name

Tracey Razo

Signature

Printed Name

Honestta Bomberger

Signature

Printed Name

Susan Barto

Signature

Printed Name

DAVID BARTO

Signature

Printed Name

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Signature

Printed Name

Virtual Attendance September 11, 2023

Lisa Balanda

Mark Balanda

Robert Brackbill

Tracy Brown

Brandon Bucher

Dr. Marilyn Carter

Jessica Custer

Michael Davies

Michelle Davies

Julie DeDonatis

Kim Dilger

Lauren Doliner

Lauren Doyle

Kelly English

Michael Hallinan

Scott Harman

Michelle Hoffer

Colby Hollinger

Jen Hynes

Jessica Intrieri

Cindy Jackson

Missy Kunder

Kristin Leiss

Malinda Miller

Andrea Mitchell

Michelle O'Brien

Angie Persing

Jennifer Renz

Kirsten Scheurich

Lindsey Schmidt

Angie Shipper

Melissa Shultz

Tim/Carol Smith

Alys Stets

Drew Weidman

Lisa Woods



Crabtree, Rohrbaugh & Associates

DERRY TOWNSHIP SCHOOL DISTRICT

**ARCHITECTURE /
ENGINEERING SERVICES**

August 28, 2023

AGENDA

1 Student Enrollment

2 Visioning

3 Granada Study

A high-angle, close-up photograph of several people's hands and forearms stacked in a circle, creating a human pyramid. The hands are of various skin tones and are wearing different colored sleeves: orange, blue, and grey. The background is blurred, showing more people and what appears to be a gymnasium floor.

STUDENT ENROLLMENT

Planned Student Capacity

CAPACITY ANALYSIS

Determining Planned Student Capacity to develop Educational Capacity

1. PDE & CRA Enrollment Projections
2. Calculate Planned Capacity to accommodate future growth and educational vision
3. Establish utilization rate
4. Determine Educational Capacity based on instructional space needs

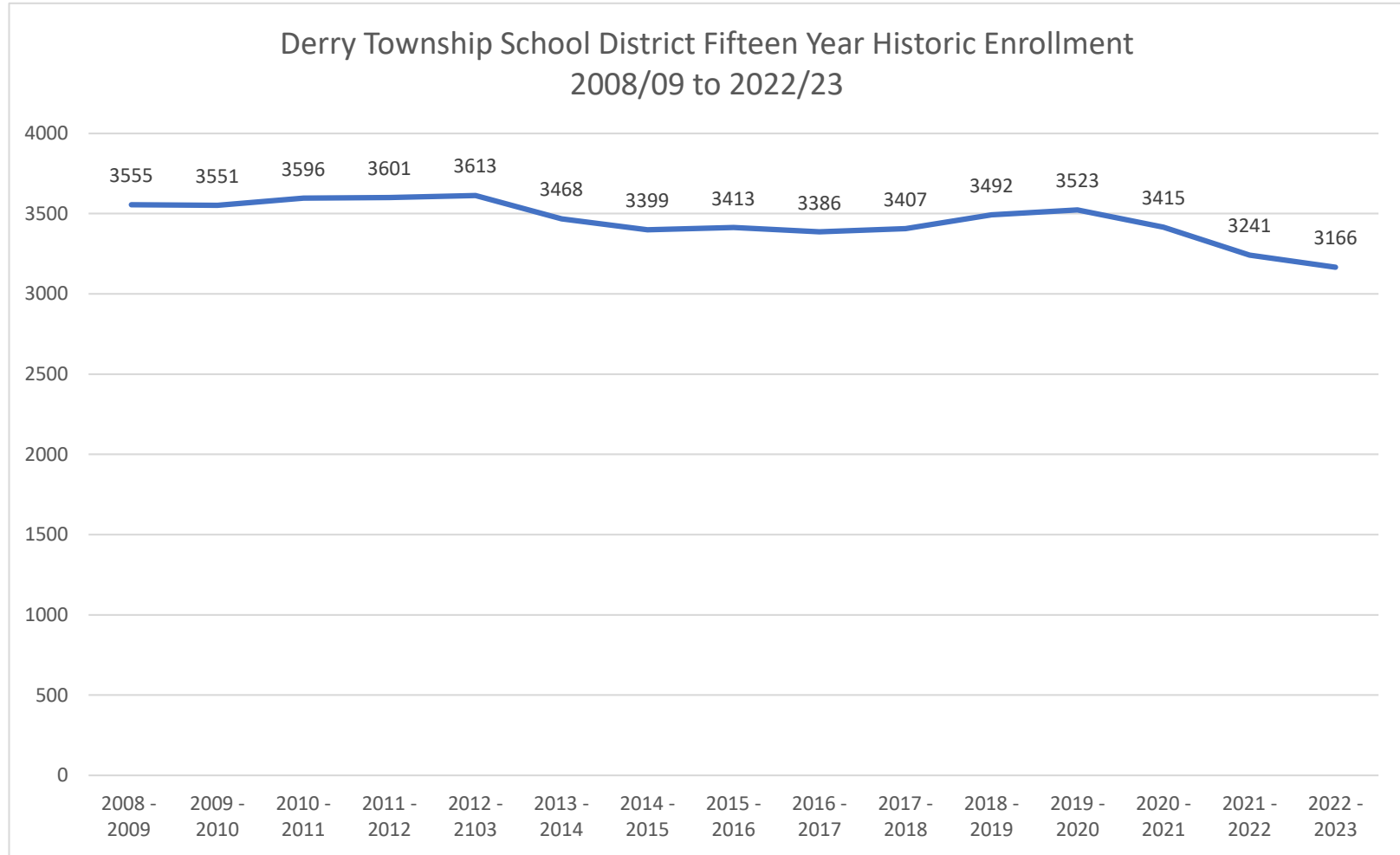
Planned Capacity – The total enrollment a district should be planning to accommodate in a building, at grade level, within a program, or district, as a whole, in five years. It is equal to the projected enrollment plus 10%-15% at the elementary level and 15% to 20% at the secondary level.

Educational Capacity – The number of students that are typically assigned to an instructional space given scheduling practices and efficiencies, demographics, and the need for flexibility. (Capacity x Utilization Rate)

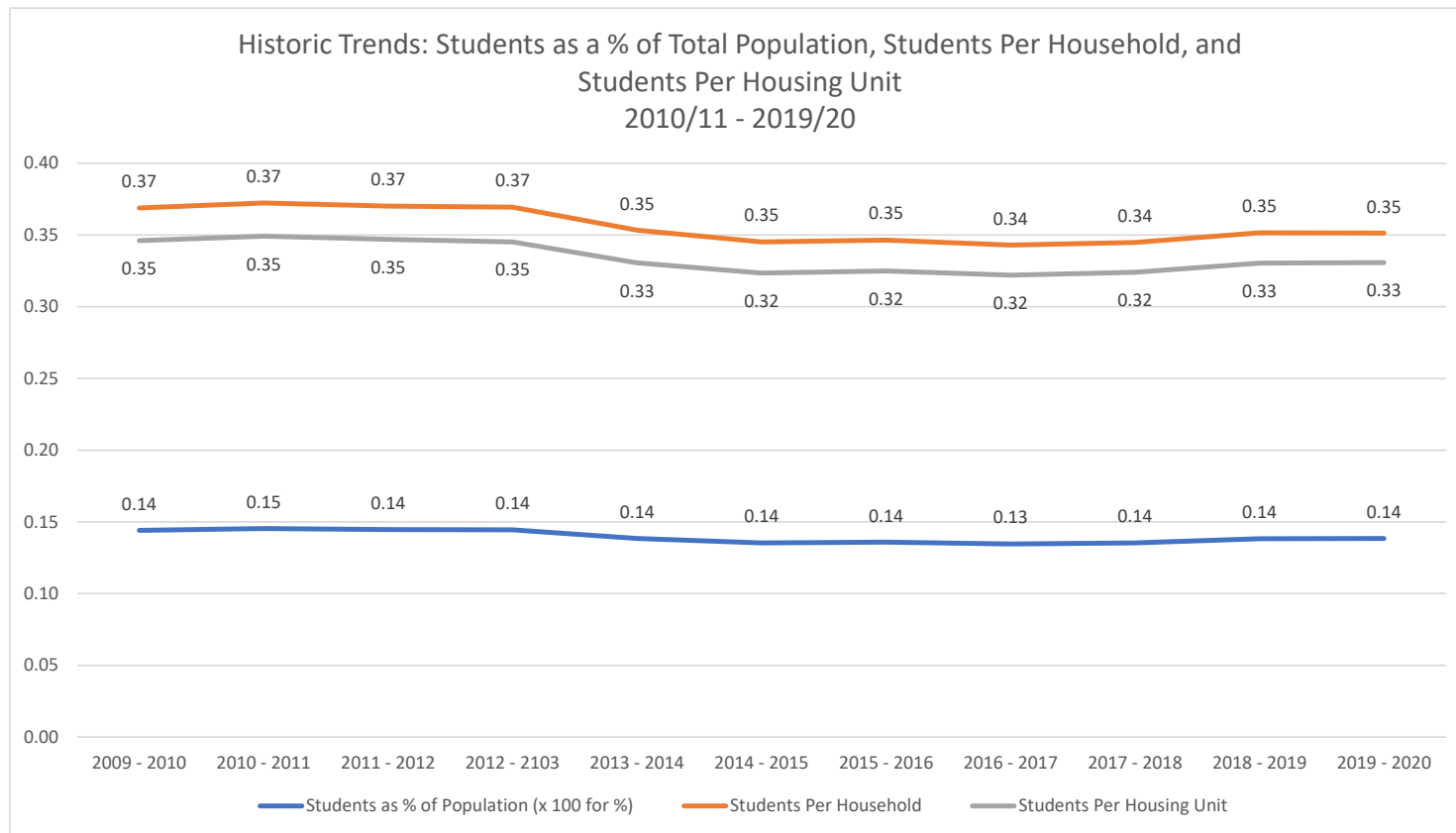
Elementary School
Utilization Rate



Historic Enrollment 2004/05-2022/23



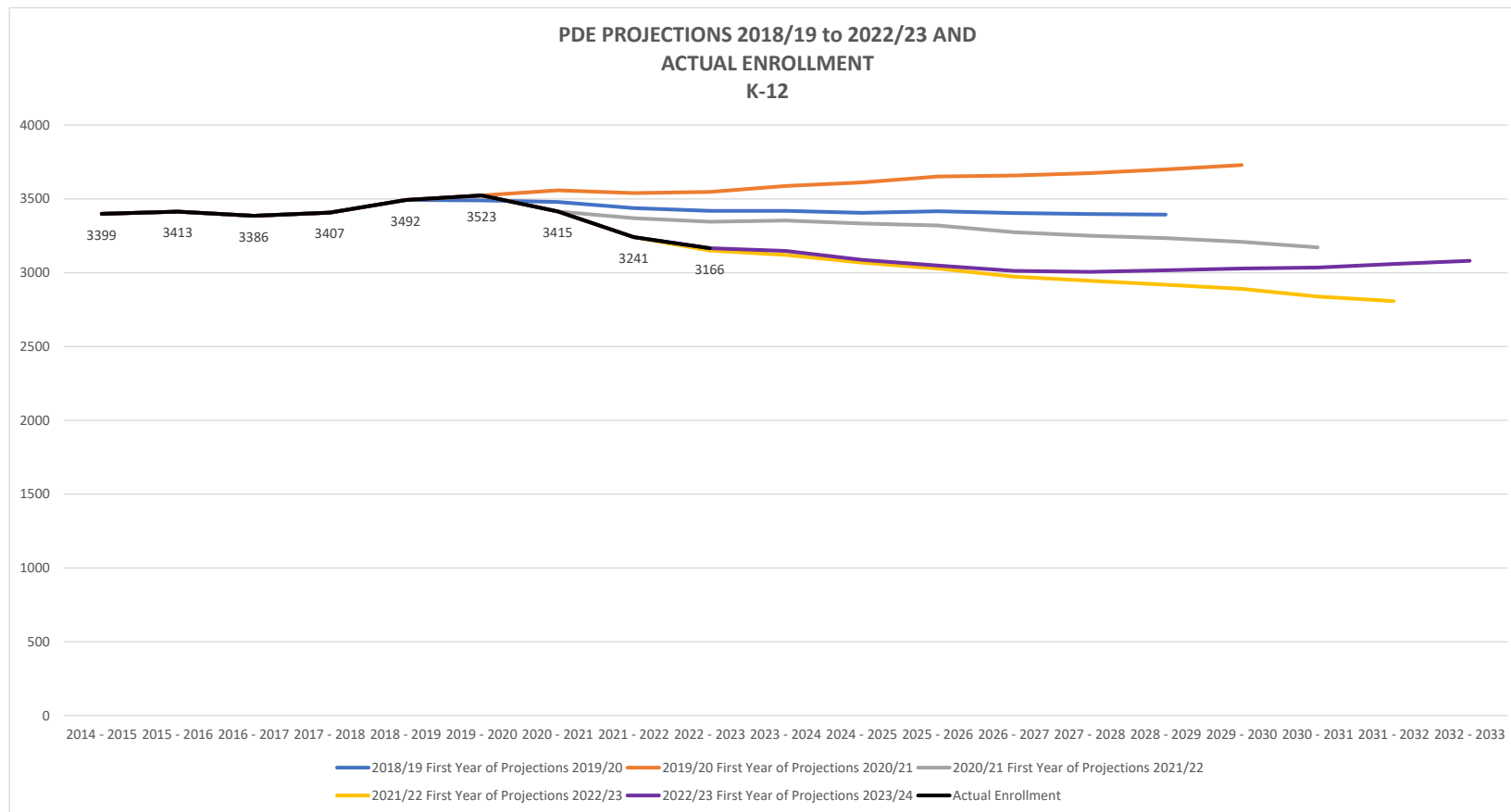
Historic Trends 2010/11 – 2019/20



Measure	5 Yr. Pre-Pandemic Average	10 Yr. Pre-Pandemic Average
Students as % of Population	13.65%	13.91%
Students Per Household	0.35	0.35
Students Per Housing Unit	0.33	0.33

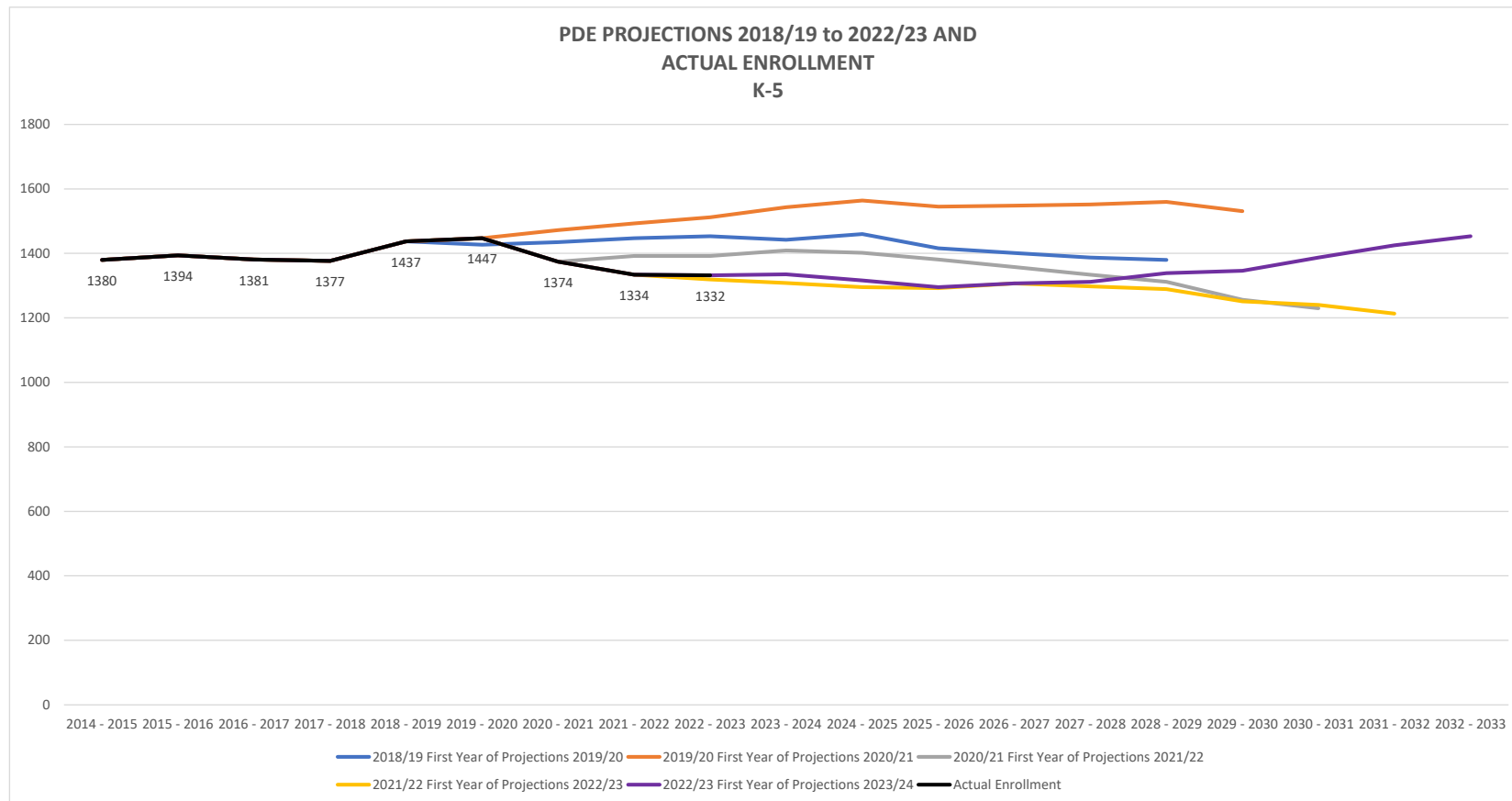
PDE District Enrollment Projections (K-12)

2018/19 – 2022/23



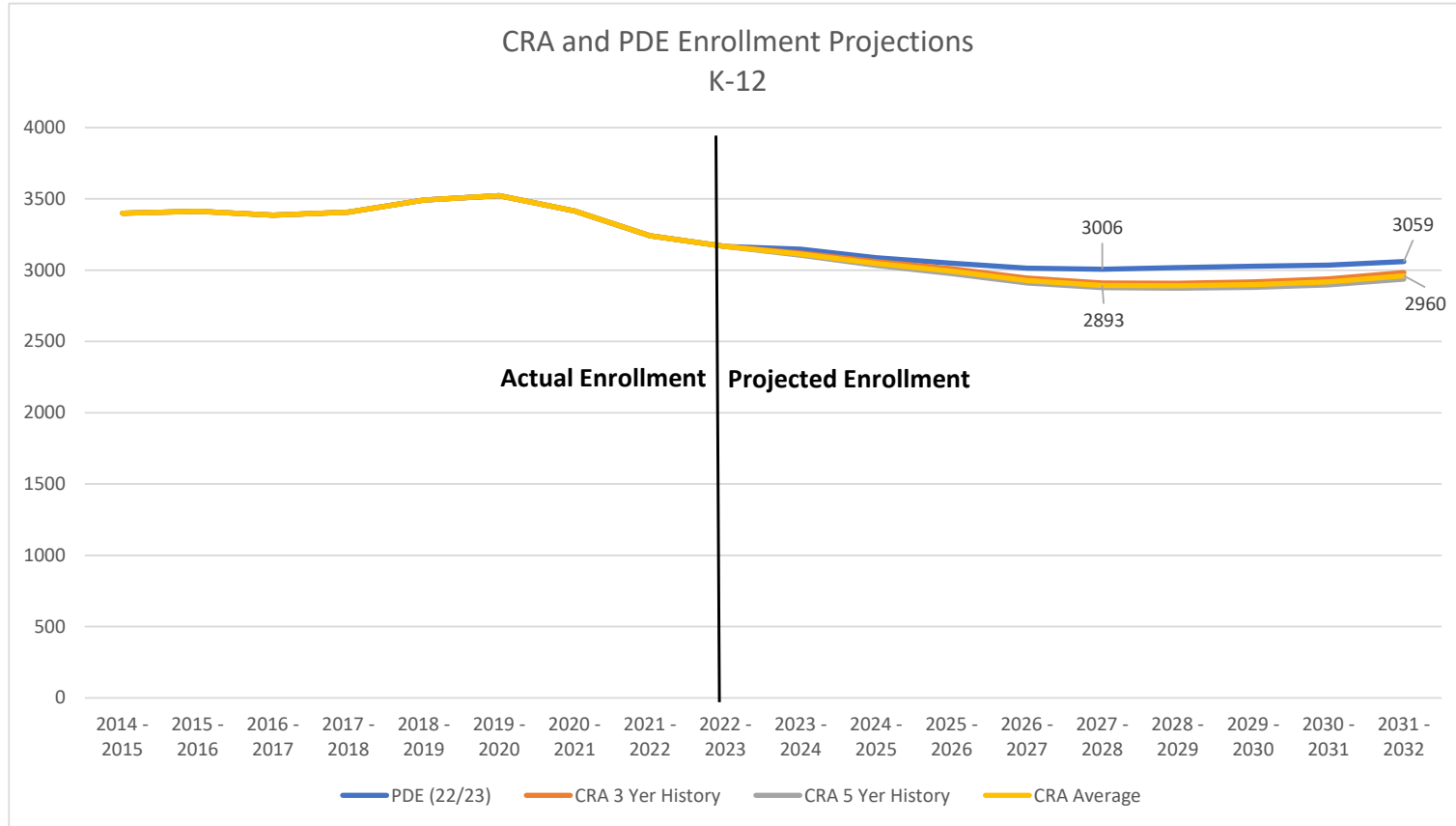
PDE Elementary Enrollment Projections (K-5)

2018/19 – 2022/23



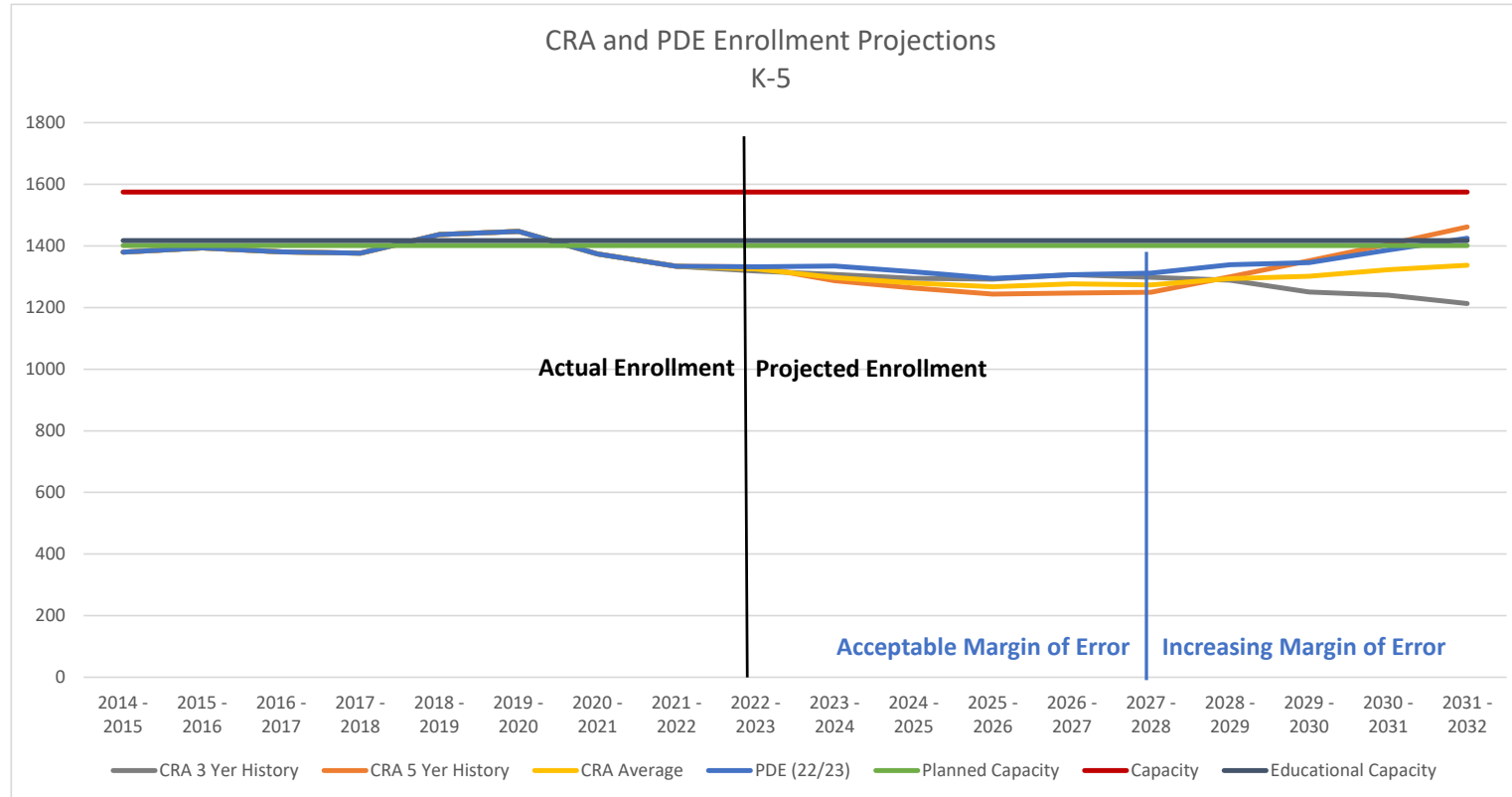
CRA & PDE District Enrollment Projections (K-12)

2023/24 – 2031/32



CRA & PDE District Enrollment Projections (K-5)

2023/24 – 2031/32

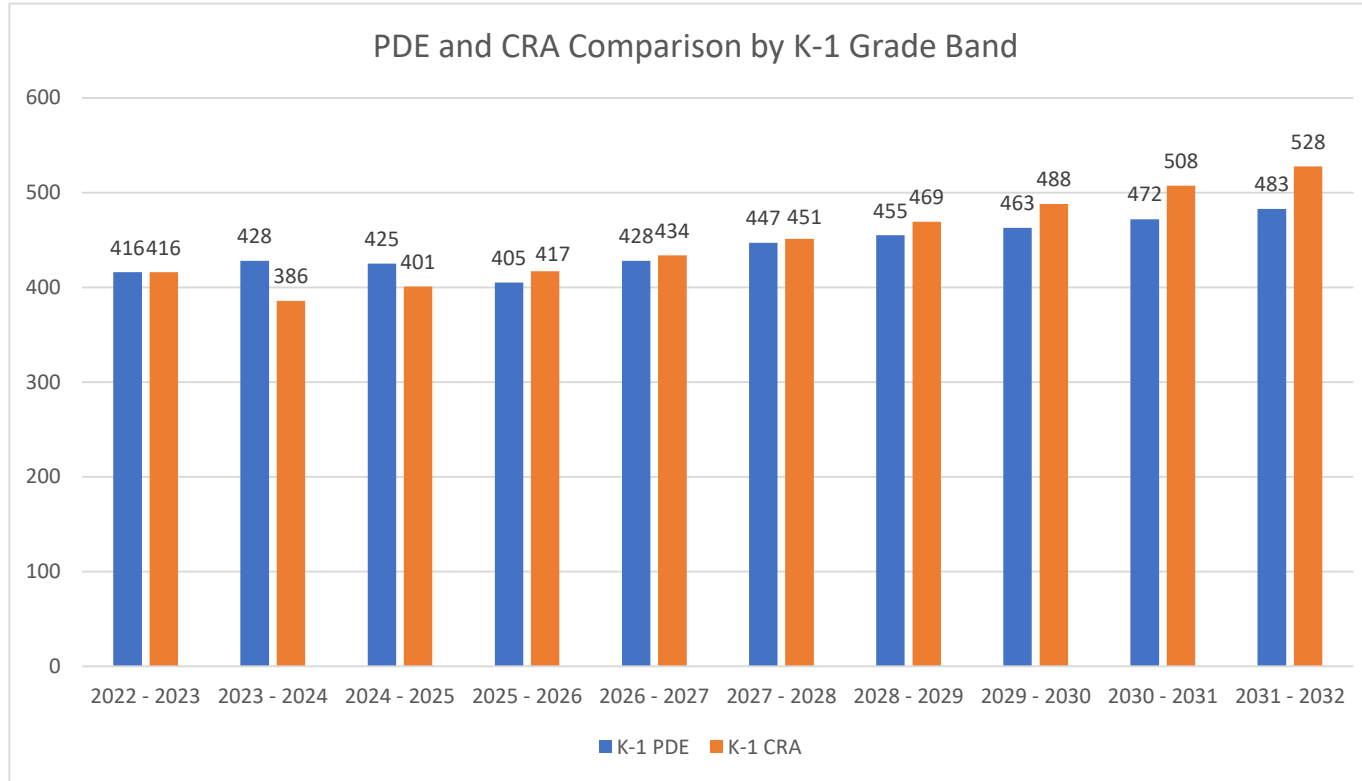


CRA & PDE Anticipated K-1, 2-3, 4-5 Grade Bands
Minimum/Maximum Class Sizes & General Classrooms
2022/23 – 2031/32

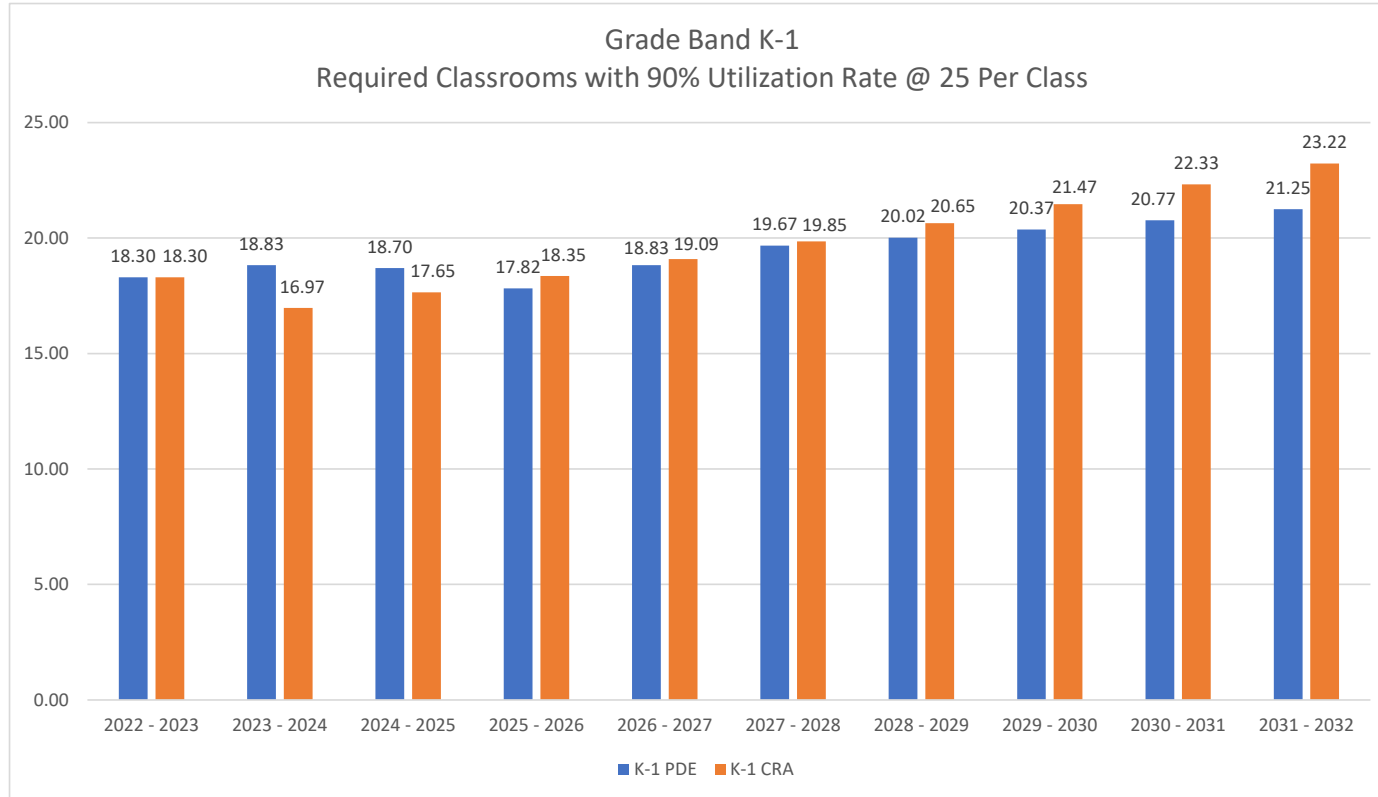
Minimum/Maximum Enrollment and General Classrooms 2022-2032 Utilizing 25 Seats Per General Classroom and a Target Utilization Rate of 90%				
Grade Band: K-1	Min. Enrollment	Max. Enrollment	Min. General Classrooms	Max. General Classrooms
PDE	405	483	18	22
CRA	386	528	17	23
Grade Band: 2-3				
PDE	418	476	19	21
CRA	386	489	17	22
Grade Band: 4-5				
PDE	418	476	19	21
CRA	386	489	17	22

NOTE: Assumes class size target of 25 with 90% utilization.

CRA & PDE Anticipated K-1 Grade Band Class Sizes 2022/23 – 2031/32

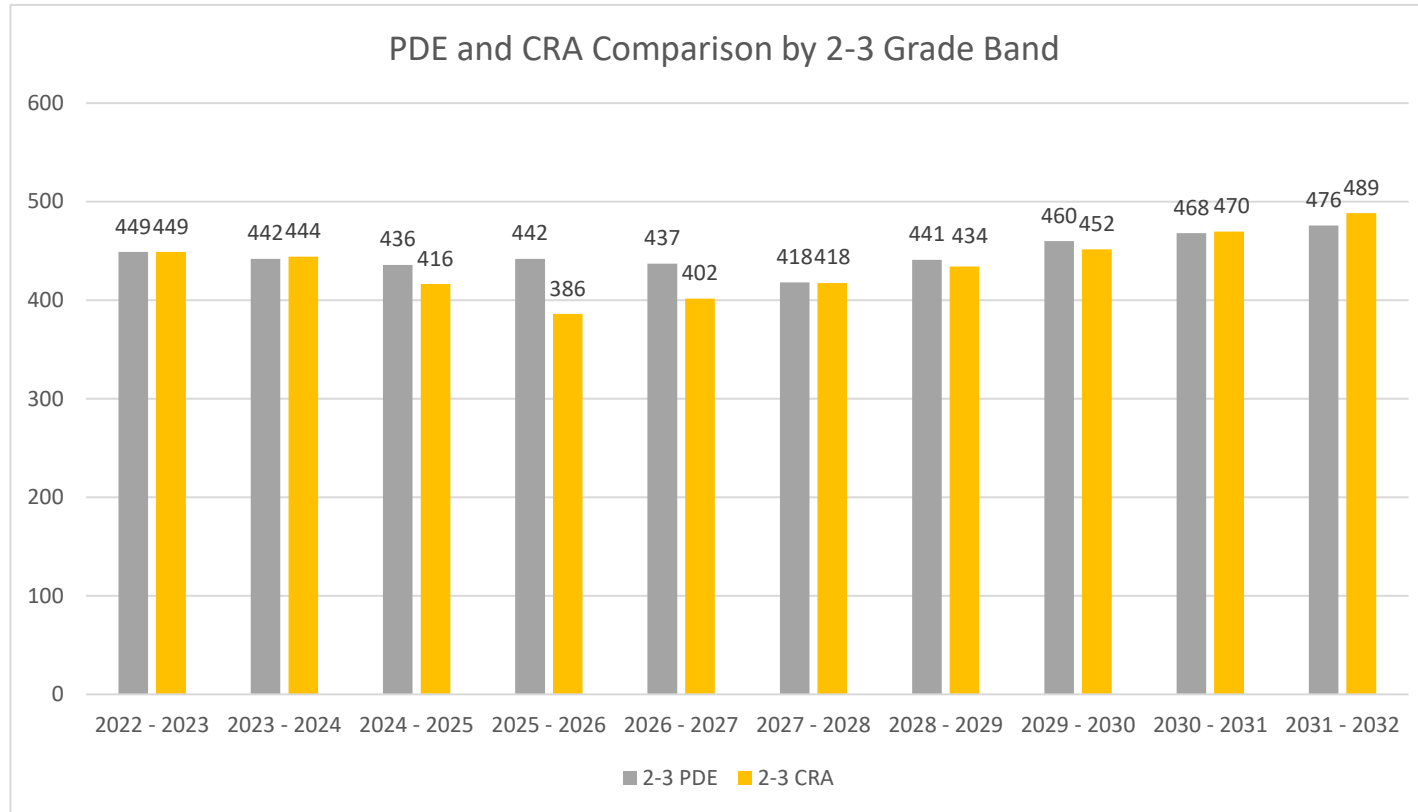


Between 2022 and 2032 the PDE minimum projected K-1 class size is 405 and the maximum class size is 483. CRA projections during the same time period show a minimum class size of 386 and a maximum of 528.



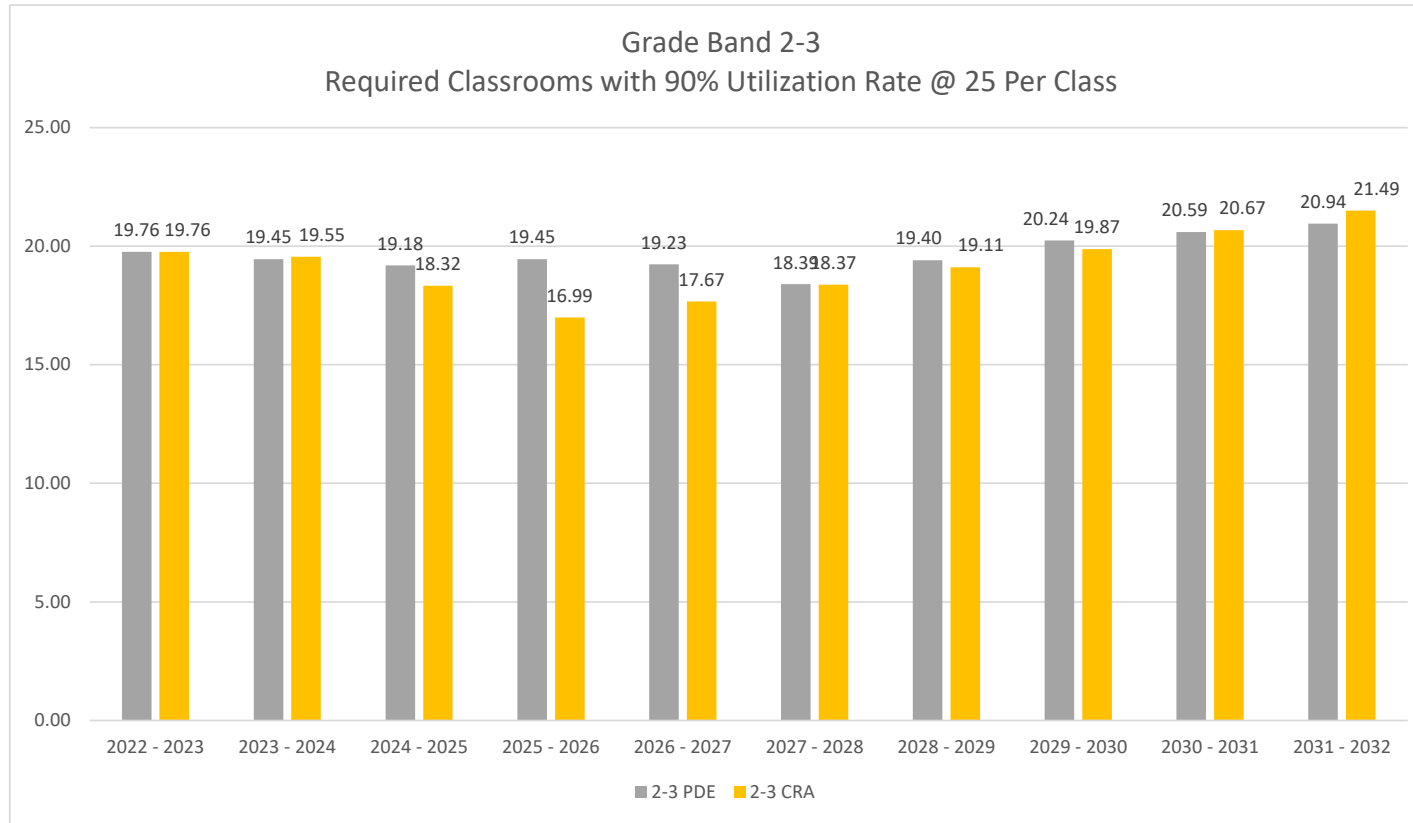
Based on the projected grade band class size and a 90% utilization rate, the PDE minimum projected number of general classrooms is 18 and the maximum class size is 22. CRA projections during the same time period show the minimum number of classrooms at 17 and a maximum of 23.

CRA & PDE Anticipated 2-3 Grade Band Class Size 2022/23 – 2031/32



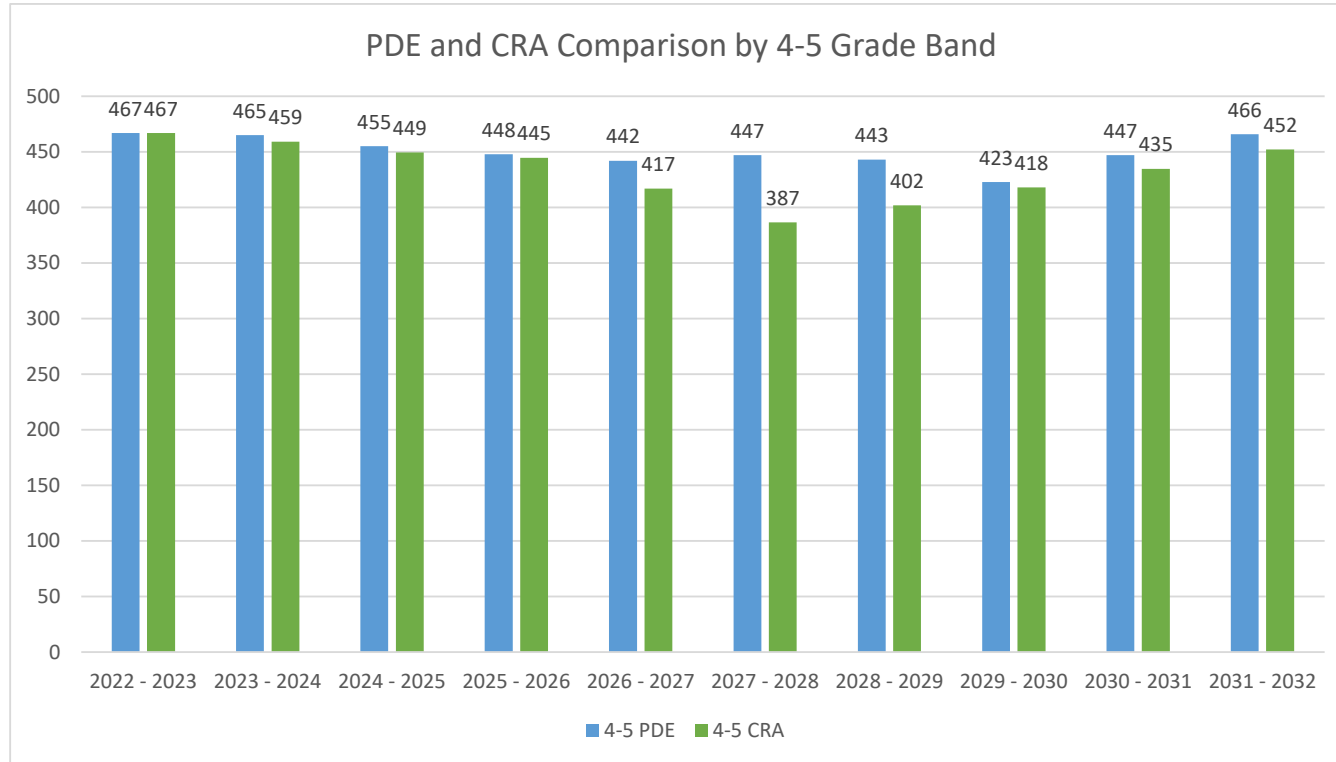
Between 2022 and 2032 the PDE minimum projected 2-3 class size is 418 and the maximum class size is 476. CRA projections during the same time period show a minimum class size of 386 and a maximum of 489

CRA & PDE Anticipated 2-3 Grade Band General Classrooms Required 2022/23 – 2031/32



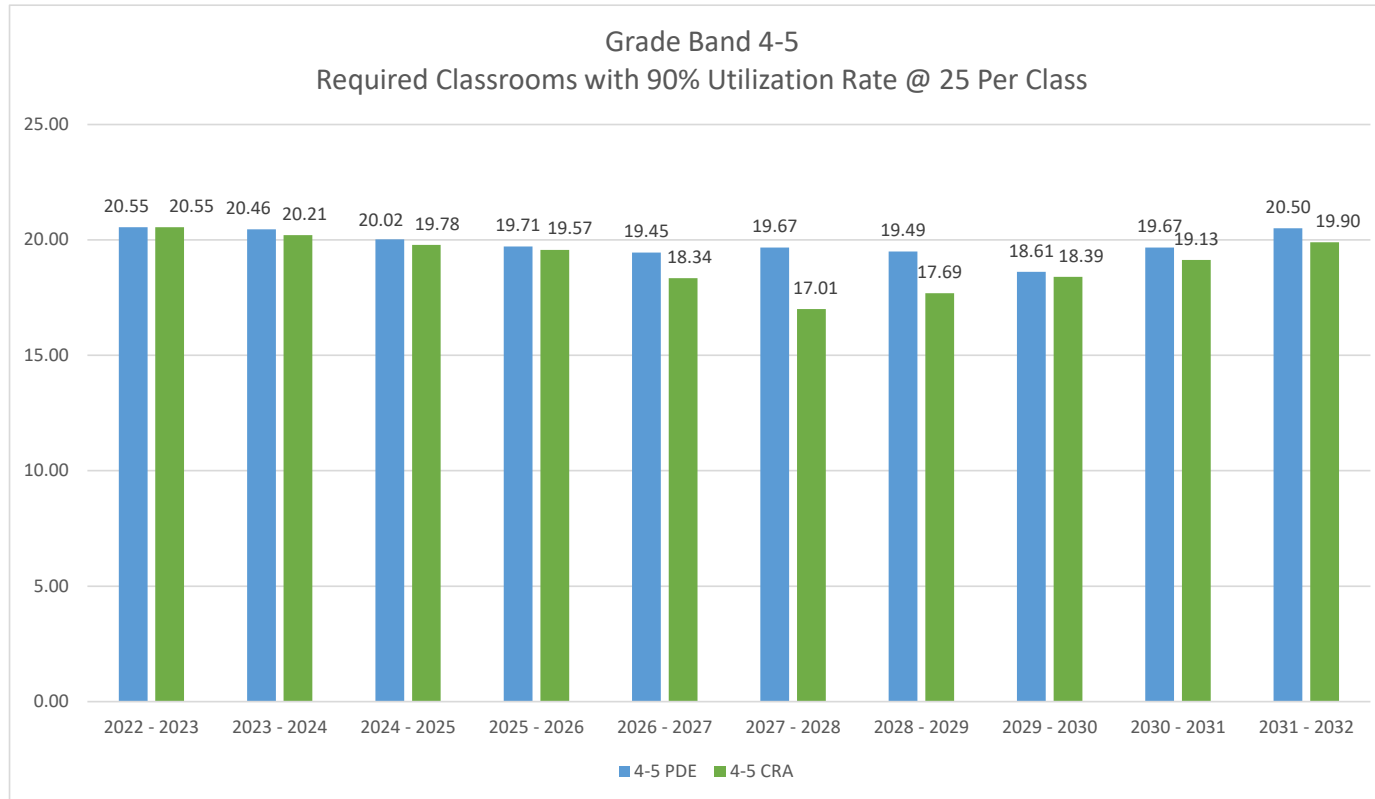
Based on the projected grade band class size and a 90% utilization rate, the PDE minimum projected number of general classrooms is 19 and the maximum class size is 21. CRA projections during the same time period show the minimum number of classrooms at 17 and a maximum of 22.

CRA & PDE Anticipated 4-5 Grade Band Class Size & General Classrooms Required - 2022/23 – 2031/32



Between 2022 and 2032 the PDE minimum projected K-1 class size is 423 and the maximum class size is 467. CRA projections during the same time period show a minimum class size of 387 and a maximum of 467.

CRA & PDE Anticipated 4-5 Grade Band General Classrooms Required 2022/23 – 2031/32



Based on the projected grade band class size and a 90% utilization rate, the PDE minimum projected number of general classrooms is 19 and the maximum class size is 21. CRA projections during the same time period show the minimum number of classrooms at 17 and a maximum of 21.

A high-angle, top-down photograph of a group of people's hands and forearms stacked in a circle, creating a human pyramid. The hands are of various skin tones and are wearing different colored sleeves: orange, blue, and grey. The background is a blurred, light-colored floor. A semi-transparent dark grey horizontal band is overlaid across the middle of the image, containing the title and subtitle text.

VISIONING

Space, Time, Grouping of Learners and Educators



VISIONING

SPACE – PHYSICAL & VIRTUAL

What to cut?

- Two separate buildings
 - Split up of K and 1 classrooms
 - Difficult to band K-2 students for special ed
 - Split hallways for 4th grade - 2 hallways for half of the grade level
- Long, large hallways
 - Little wayfinding
- Using non-academic spaces for academics/offices (closets, hallways)
- Being tied to front of classroom (technology)
- Giant MPR-too big, can't split it up
- Food areas being where stuff is stored and the copiers are
- Lots of steps for the youngest learners
- Outdated color

What to keep?

- Bus drop off and parent drop off separate
 - Parent drop off different than the bus line
 - Entry point for different grade levels
- Mix of classroom sizes
 - Speech therapy, OT, special education
- Proximity of adjacent grade levels
 - 5th grade stay close to the middle school
- Multiple cafeterias
- Aux gym/spaces for sensory needs
- Separate band and orchestra space, but make it further removed from classrooms
- Ability to support 1:1 ipads

What to create?

- K-5 building
- Ease of accessing all areas of the building
- Create adjacencies that are sensible, eliminate those that are not
- Natural lighting, creating a building that is supportive of mental health
- Collaborative spaces (for different group sizes) - staff and students
 - Flexible sizes with partitions that are sound resistant
- Opportunities for different class structures (whole group, small group- movement, collaboration)
- Learning spaces for the full grade level
 - A flexible space for the grade to use or for the teachers to use
- Strategic and safe areas for parents to access the building during the school day
 - Centralized entrance for students arrival with an office there
 - 2 entries for such a room
- People who work with multiple grade levels are easily accessible for all grade levels
- Multiple playgrounds with appropriate equipment
 - Adjacent to cafeteria if possible
- Flexible digital environment
- Consistent tech for all – hardwire and wifi
- Flexible furniture to encourage collaboration
- Spaces to allow related services to work with students- not “owned” but flexible
- K-5 Multimedia space (could be library, collaborative teams of teachers, etc)
- Library with multiple instructional spaces
- Can we determine how to utilize the cafeteria space outside of cafeteria hours?
 - Can it be adaptable for other activities?
- Van drop off for SE students
- Administrative collaborative space/collective offices
- Faculty and collaborative rooms
- Strategically locate toilet rooms
- SEL lab
- Need safe spaces for dysregulated students
 - Close to grade levels and private
- Therapy place for SBT
 - Private, quiet
- Centralized school counselor office
- Some type of assembly space
- Big space-at least 2 grade levels at a time
 - Maybe big enough to bring the whole school together?
 - Something maybe with seating that allows the group to be near the speaker and hear and see everything
- Music space separate from MPR space
- Maybe have older students near the main office
- Walk for elementary students from busses to 4th and 5th grade
 - Reducing the amount of time outside for their long walk
- Secure Storage spaces
 - PSSA closet
 - Wifi, air, light
 - Adjacent to main office

TIME

What to cut?

- Reduce time spent in transitions
- Traffic jams from the whole building moving at one time
- Full grade to lunch while full grade level goes to recess while a full grade level goes to specials

What to create?

- Enough spaces for people to reserve
- Consider the distance that students walk to different things such as intervention and special education and school counselors
- Better internal traffic flow
 - Lunch goes straight from a cafeteria to the playground to eliminate traffic

What to keep?

- Master schedule for lunches and recess
- Collaborative time
 - Staff have lunch then collaborative time while their students are at lunch/recess
 - Allows for collaborative time during the day
- Arrival/dismissal time about 15 minutes to get all the kids in and all the kids out
 - Teacher day is contractually a specific amount of time 8:15-4:15
 - Arrival-students start entering the building at 8:25 for a the day to start at 8:40
 - Dismissal at 3:35
- Essential arts schedules
 - 40 minutes and have to due to teacher planning time, contractual
- Students are banded K-1 or 2-5
 - Art is K-2 and 3-5
 - 4th and 1st have specials at the same time
 - K and 5th have specials at the same time
 - 2nd and 3rd have specials at separate times than the rest
- K-1 specials
 - Art, music, social skills, PE, STEAM
- 2-5 specials
 - Library, music, PE, health, STEAM, art
- WIN (what I need)
 - 3-5 full grade levels move at the same time to a different classroom, intervention, special education, or gifted
- Multiple recess
 - AM recess for K-1
 - 2nd grade has AM flexibility
 - 3-5 one recess
- STEAM
- Health
- Collaborative team time
- We must feed 1500 students in a 3 hour time span - we want to hold the idea of feeding students quickly

GROUPING OF LEARNERS & EDUCATORS

What to cut?

- Cut the idea of cells
- 1 teacher responsible for 1 group of students
- Long walks, long hallways
- Traveling for special education, music lessons, intervention
- Noisy rooms near others such as band/orchestra and de-escalation rooms
- Kindergarten and 1st grade alternating down the same hallways

What to keep?

- WIN models- being able to move whole grades of students in a short amount of time
- Grade levels in same areas
- Sensory spaces- dedicated and available for all students
- Flexibility of sharing students between homeroom teachers instead of staying within one classroom
- WIN, creative groupings
- Kindergarten and 1st grade near each other
- Related arts currently offered for the grade levels they are offered for

What to create?

- Flexible learning commons
- Agile spaces
- Collaborative space for students to be in that has students in with visibility from the adult
- Intervention close to homerooms
- Multi-space areas that can be used more frequently
- Calm-down spaces
- De-escalation spaces
- School counselor spaces closer to the grade levels they support
- Variety of spaces to use, small group or small group
- Flexible spaces they could use to pull students if needed
- Collaborative spaces to have visual lines and supervision if they are not directly with the teacher
- Spaces for multiple rooms to pull together
 - Manheim Township model, large group learning space but not so large that it can't be used regularly
 - Rossmoyne? Intervention spaces that could be smaller spaces, but if you needed a larger room it could have a wall that is folded back
- Change the way we use teach to not be the board attached to a specific wall
- Furniture flexibility for whole group to changing groupings

What to cut?

- Assigned offices to people who are only using it in a limited time such as once a week

What to keep?

- Coaches in close proximity to grade levels
- Nurse close to the office
- Counselors near office

What to create?

- Collaborative space for staff



GRANADA BUILDING

2018 Feasibility Study

FEASIBILITY STUDY

PURPOSE OF THE STUDY:

1. Establish the need for the building evaluation.
2. Describe existing construction elements and their associated conditions.
3. Review the various options to be considered by the Board.
4. Review the cost estimates associated with those options.

OPTIONS INCLUDED:

1. Renovate existing Auditorium, maintaining original function
2. Renovate existing Auditorium, for potential future office/lease space.
3. Relocate District Administration Office to existing Auditorium.
4. Renovate vacant portion to current construction standards for potential future use.
5. Partial demolition for future parking and/or green space
6. Relocate District Administration Office, and/or Life Church functions, partial demolition for future parking and/or green space.
7. No options included repurposing to educational spaces

FEASIBILITY STUDY

CONSIDERATIONS:

1. Existing Square Footage: 134,595 SF
 - a. Existing HES SF: 154,000 SF
 - b. Existing ECC SF: 72,000 SF
 - c. Total SF: 226,000 SF
2. Existing Site Acreage: 2.5 acres
 - a. PA Department of Education recommendation for site acreage: 10-26 acres.
 - b. Building footprint area = 44% of lot
 - c. Expansion is restricted – lot configuration follows the existing building footprint
 - d. Parking use expansion is limited.
 - e. Downtown Core Overlay District: parking spaces shall not be permitted between the front building façade and the right-of-way.
3. Hazardous material
 3. Asbestos abatement in 1990s
 4. Consider survey for potential areas of mold, asbestos and lead paint in vacant areas

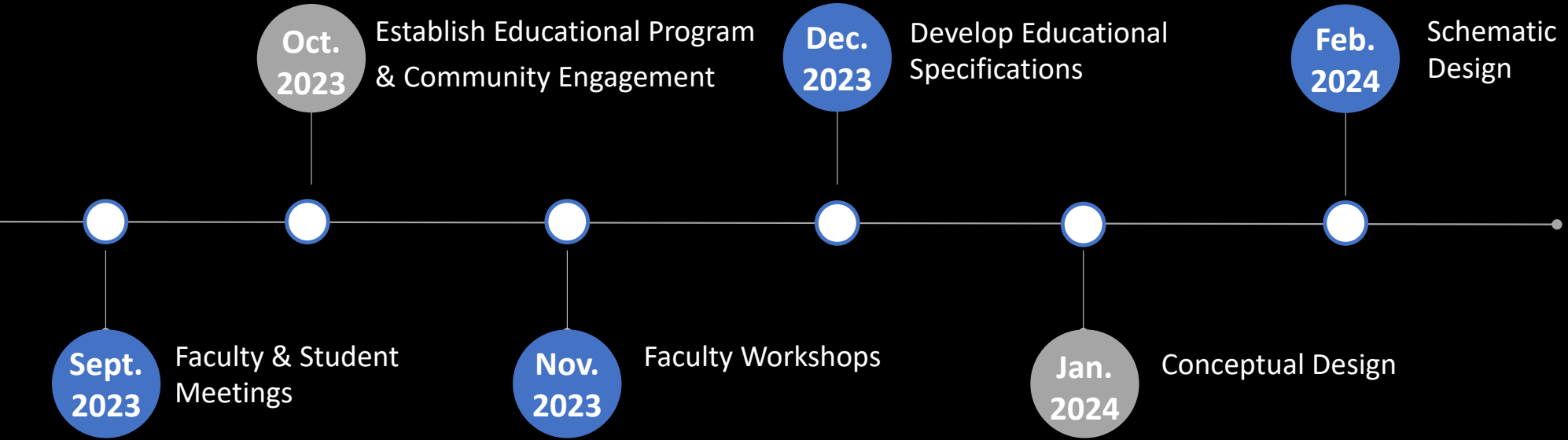




NEXT STEPS

Upcoming Milestones

NEXT STEPS



Questions?



Crabtree, Rohrbaugh & Associates
www.cra-architects.com

DERRY TOWNSHIP SCHOOL DISTRICT

Financial Planning for Capital Projects

September 11, 2023

Raymond James Public Finance

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RAYMOND JAMES

- S&P AAA rating with stable outlook (affirmed December 6, 2022)
 - 10 out of 500 school districts in PA have AAA rating (highest possible)
- Existing Debt
 - \$17,624,632 of principal outstanding with rapid repayment
 - \$131,020,823 of remaining borrowing capacity (estimated)
- Financing Projects in Act 1 Era
 - Build additional millage into budget in advance of project/borrowings
 - Deposit unused funds in capital project fund
- Basic Rules
 - Must have reasonable expectation to spend 85% of borrowed funds within 3 years
 - Bond proceeds can only be used for capital costs, not budget items like salaries
- Timeline
 - Approximately 60-90 days to complete transaction from authorization to proceed

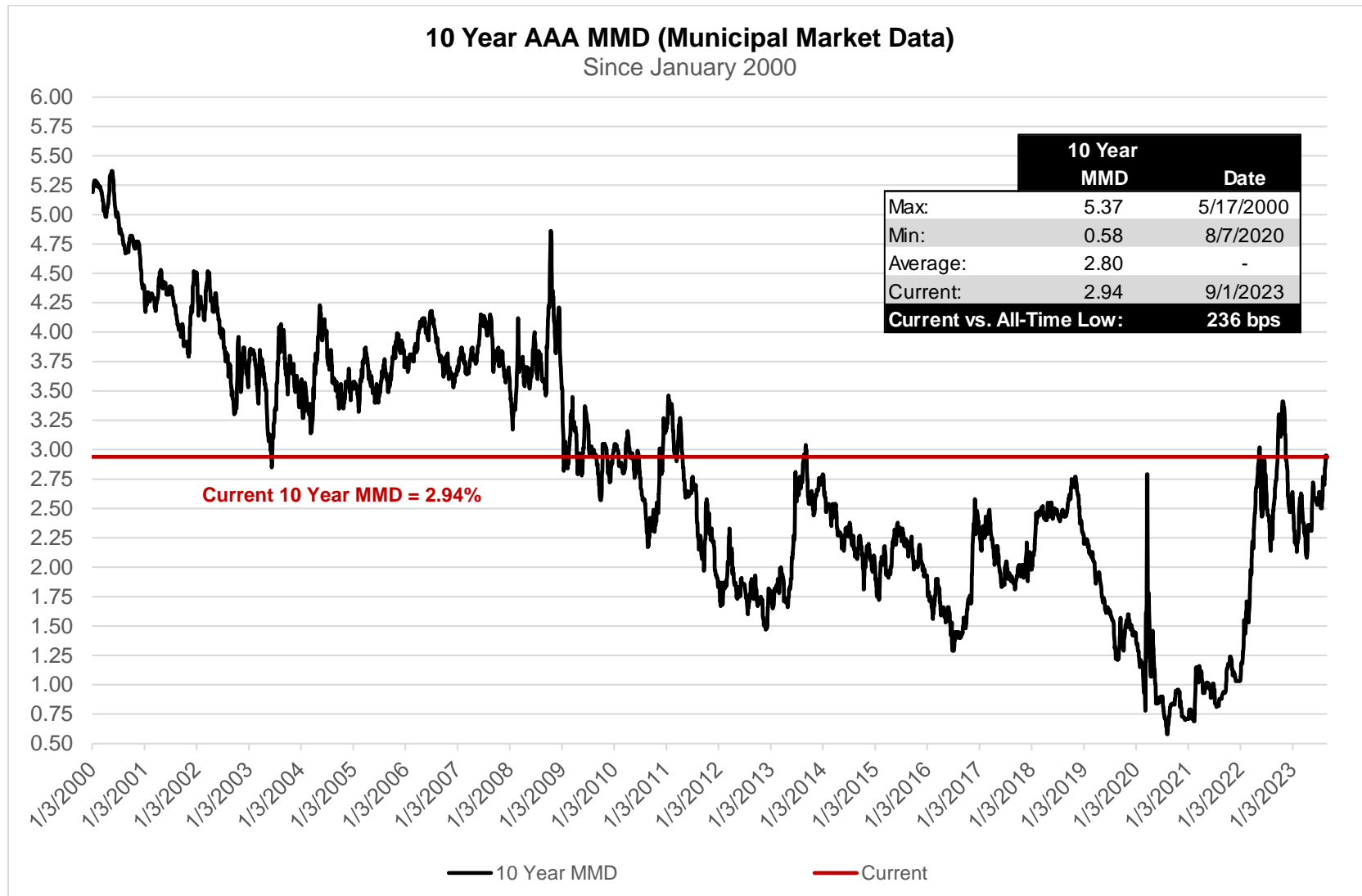
- Recommendation to borrow \$15,000,000 in calendar year 2023
 - Provide funds for various capital projects
 - Qualifies for Small Issuer Exemption
 - For school districts: \$15 million (which encapsulates all debt issued within a calendar year) – meaning, if an issue qualifies then the funds can be invested to any yield whatsoever without any potential rebate liability during a temporary period (typically three years for capital projects).
 - Allows school district to generate significant interest earnings of approximately \$62,500 per month at 5%.
- Financial impact of \$15,000,000 borrowing
 - Debt service is projected to be \$312,500 in 2023/24
 - Debt service is projected to be \$755,000 in 2024/25
 - 2023/24 budget included \$750,000 towards future debt service
- Phasing-in borrowings allows for a slower increase to the District's budget for debt service rather than a singular larger borrowing that would have a much larger impact
- Future financings will be determined by project costs and timelines

EXAMPLE PROJECT DRAW SCHEDULE

PUBLIC FINANCE

(1)	(2)	(3)	(4)	(5)	(6)
Date	Beginning Balance	Interest Earnings	Construction Draws	Bond Proceeds	Ending Balance
		5.00%			
12/1/2023				15,000,000	15,000,000
1/1/2024	15,000,000	62,500			15,062,500
2/1/2024	15,062,500	62,760			15,125,260
3/1/2024	15,125,260	63,022			15,188,282
4/1/2024	15,188,282	63,285			15,251,567
5/1/2024	15,251,567	63,548			15,315,115
6/1/2024	15,315,115	63,813			15,378,928
7/1/2024	15,378,928	64,079			15,443,007
8/1/2024	15,443,007	64,346			15,507,353
9/1/2024	15,507,353	64,614			15,571,967
10/1/2024	15,571,967	64,883			15,636,850
11/1/2024	15,636,850	65,154			15,702,003
12/1/2024	15,702,003	65,425			15,767,428
1/1/2025	15,767,428	65,698	(1,250,000)		14,583,126
2/1/2025	14,583,126	60,763	(1,250,000)		13,393,889
3/1/2025	13,393,889	55,808	(1,250,000)		12,199,697
4/1/2025	12,199,697	50,832	(1,250,000)		11,000,529
5/1/2025	11,000,529	45,836	(1,250,000)		9,796,365
6/1/2025	9,796,365	40,818	(1,250,000)		8,587,183
7/1/2025	8,587,183	35,780	(1,250,000)		7,372,963
8/1/2025	7,372,963	30,721	(1,250,000)		6,153,683
9/1/2025	6,153,683	25,640	(1,250,000)		4,929,324
10/1/2025	4,929,324	20,539	(1,250,000)		3,699,863
11/1/2025	3,699,863	15,416	(1,250,000)		2,465,279
12/1/2025	2,465,279	10,272	(2,475,551)		(0)
Totals:		1,225,551	(16,225,551)	15,000,000	

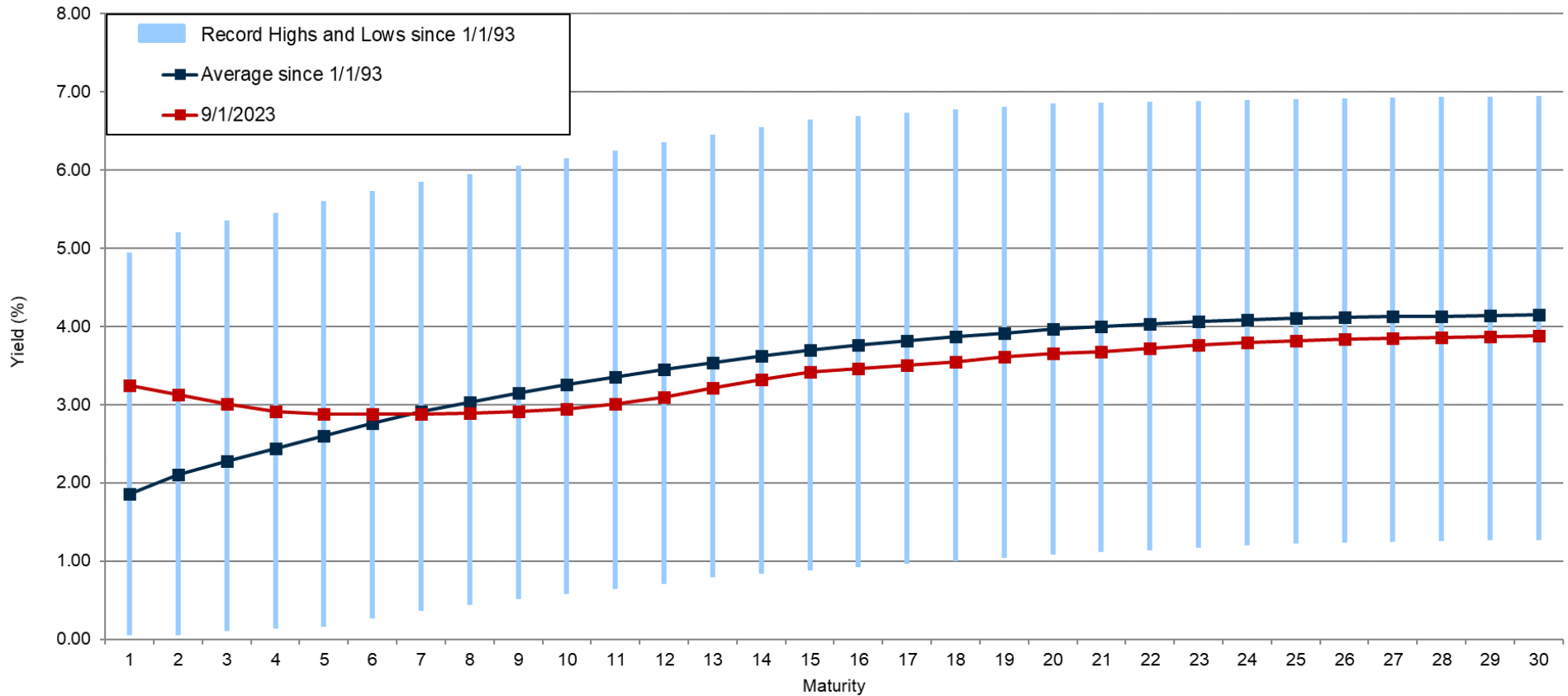
- MMD stands for Municipal Market Data; which is the daily index off of which all municipal bonds are priced



10 Year MMD is 47 basis points below its recent high of 3.41% on October 28, 2022

Source: Thomson Reuters

- The graph below shows the range between the record highs and lows of AAA MMD at each maturity since 1993, along with average rates over this time frame and the current rates.



Current (09/01/23)	1	5	10	15	20	25	30
Record Low since 1/1/93	0.05	0.16	0.58	0.88	1.08	1.22	1.27
Record High since 1/1/93	4.95	5.60	6.15	6.65	6.85	6.90	6.95
Average since 1/1/93	1.86	2.60	3.26	3.70	3.96	4.10	4.15
Current (09/01/23)	3.25	2.88	2.94	3.42	3.65	3.82	3.88

Source: Thomson Reuters

SUMMARY OF OUTSTANDING DEBT

PUBLIC FINANCE

Gross Debt Service (Prior to State Reimbursement)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Fiscal Year Ending	G.O. Bonds Series A of 2015	Vo-Tech G.O. Bonds Series of 2015 [2]	G.O. Bonds Series of 2016	G.O. Notes Series A of 2019	Taxable G.O. Notes Series B of 2019	G.O. Bonds Series C of 2019	G.O. Note Series of 2021 [3]	Taxable G.O. Bond Series A of 2021 [4]	Total Gross Debt Service
	6/30/2024	1,282,700	285,671	449,450	77,500	54,425	1,685,600	151,755	13,663	4,000,763
	6/30/2025	0	286,609	0	107,250	54,425	3,447,600	90,513	13,650	4,000,047
	6/30/2026	0	286,116	0	1,941,250	1,609,425	0	145,099	13,638	3,995,528
	6/30/2027	0	286,675	0	0	0	0	2,683,926	1,022,625	3,993,226
	6/30/2028	0	285,801	0	0	0	0	1,667,701	0	1,953,502
	6/30/2029	0	286,092	0	0	0	0	0	0	286,092
	6/30/2030	0	285,941	0	0	0	0	0	0	285,941
	6/30/2031	0	286,120	0	0	0	0	0	0	286,120
	TOTALS	1,282,700	2,289,026	449,450	2,126,000	1,718,275	5,133,200	4,738,994	1,063,575	18,801,220

Net Debt Service (After State Reimbursement)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
	Fiscal Year Ended	G.O. Bonds Series A of 2015	Vo-Tech G.O. Bonds Series of 2015 [2]	G.O. Bonds Series of 2016	G.O. Notes Series A of 2019	Taxable G.O. Notes Series B of 2019	G.O. Bonds Series C of 2019	G.O. Note Series of 2021 [3]	Taxable G.O. Bond Series A of 2021 [4]	Total Net Debt Service
	6/30/2024	1,200,042	204,655	434,045	77,500	54,425	1,685,600	147,113	13,663	3,817,043
	6/30/2025	0	205,327	0	107,250	54,425	3,447,600	87,744	13,650	3,915,996
	6/30/2026	0	204,974	0	1,941,250	1,609,425	0	140,661	13,638	3,909,947
	6/30/2027	0	205,374	0	0	0	0	2,601,830	1,022,625	3,829,829
	6/30/2028	0	204,748	0	0	0	0	1,616,689	0	1,821,437
	6/30/2029	0	204,956	0	0	0	0	0	0	204,956
	6/30/2030	0	204,848	0	0	0	0	0	0	204,848
	6/30/2031	0	204,977	0	0	0	0	0	0	204,977
	TOTALS	1,200,042	1,639,858	434,045	2,126,000	1,718,275	5,133,200	4,594,037	1,063,575	17,909,032

Issue Details	Principal Outstanding ^[1]	\$1,270,000	\$2,041,632	\$445,000	\$1,925,000	\$1,555,000	\$4,900,000	\$4,475,000	\$1,013,000	\$17,624,632
	Purpose:	AR Portion 2008	CR 2007	CR 2011	NM, DR 12 & Portion 12A	NM	CR 2014	CR 2012A, 2015, 2015A	AR Portion 2019A	
	Call Date:	3/1/2021	3/15/2024	5/15/2021	5/15/2024	Non-Callable	Non-Callable	Non-Callable	Non-Callable	
	Reimb %:	22.90%	56.72%	12.18%	0.00%	0.00%	0.00%	10.87%	0.00%	
	22/23 CARF%	28.14%	50.00%	28.14%	28.14%	28.14%	28.14%	28.14%	28.14%	
	School Share:	93.56%	71.64%	96.57%	100.00%	100.00%	100.00%	96.94%	100.00%	
	State Share:	6.44%	28.36%	3.43%	0.00%	0.00%	0.00%	3.06%	0.00%	

Purpose Codes:	NM = New Money	CR = Current Refunding	AR = Advance Refunding	DR = Debt Restructuring
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BORROW \$15 MILLION FOR CAPITAL PROJECTS

	Series 2023
	New Money
Principal:	\$ 15,000,000
Project Fund:	\$ 16,022,000
Capitalized Interest:	\$ -
Rate Assumption:	Current
Settlement:	12/15/2023

(1)	(2)	(3)	(4)
Fiscal Year Ending	Net Debt Service BEFORE	Series 2023 Projected Net Debt Service	Net Debt Service AFTER
6/30/2024	3,817,043	312,500	4,129,543
6/30/2025	3,915,996	755,000	4,670,996
6/30/2026	3,909,947	754,750	4,664,697
6/30/2027	3,829,829	754,500	4,584,329
6/30/2028	1,821,437	754,250	2,575,687
6/30/2029	204,956	1,294,000	1,498,956
6/30/2030	204,848	1,291,750	1,496,598
6/30/2031	204,977	1,293,250	1,498,227
6/30/2032	0	1,498,250	1,498,250
6/30/2033	0	1,496,500	1,496,500
6/30/2034	0	1,497,750	1,497,750
6/30/2035	0	1,496,750	1,496,750
6/30/2036	0	1,498,500	1,498,500
6/30/2037	0	1,497,750	1,497,750
6/30/2038	0	1,494,500	1,494,500
6/30/2039	0	1,493,750	1,493,750
6/30/2040	0	1,495,250	1,495,250
6/30/2041	0	1,498,750	1,498,750
6/30/2042	0	1,494,000	1,494,000
6/30/2043	0	1,496,250	1,496,250
TOTALS	17,909,032	25,168,000	43,077,032

NOTE: Interest rates used in this analysis are based on estimated current market conditions as of 8/28/2023 and are subject to change. The new money portion is assumed to be non-reimbursable.

GO BONDS, SERIES OF 2023 – ESTIMATED DEBT SERVICE SCHEDULE

PUBLIC FINANCE

		Dated Date Delivery Date		12/15/2023 12/15/2023	
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2024			312,500	312,500	312,500
11/15/2024			375,000	375,000	
05/15/2025	5,000	5.000%	375,000	380,000	755,000
11/15/2025			374,875	374,875	
05/15/2026	5,000	5.000%	374,875	379,875	754,750
11/15/2026			374,750	374,750	
05/15/2027	5,000	5.000%	374,750	379,750	754,500
11/15/2027			374,625	374,625	
05/15/2028	5,000	5.000%	374,625	379,625	754,250
11/15/2028			374,500	374,500	
05/15/2029	545,000	5.000%	374,500	919,500	1,294,000
11/15/2029			360,875	360,875	
05/15/2030	570,000	5.000%	360,875	930,875	1,291,750
11/15/2030			346,625	346,625	
05/15/2031	600,000	5.000%	346,625	946,625	1,293,250
11/15/2031			331,625	331,625	
05/15/2032	835,000	5.000%	331,625	1,166,625	1,498,250
11/15/2032			310,750	310,750	
05/15/2033	875,000	5.000%	310,750	1,185,750	1,496,500
11/15/2033			288,875	288,875	
05/15/2034	920,000	5.000%	288,875	1,208,875	1,497,750
11/15/2034			265,875	265,875	
05/15/2035	965,000	5.000%	265,875	1,230,875	1,496,750
11/15/2035			241,750	241,750	
05/15/2036	1,015,000	5.000%	241,750	1,256,750	1,498,500
11/15/2036			216,375	216,375	
05/15/2037	1,065,000	5.000%	216,375	1,281,375	1,497,750
11/15/2037			189,750	189,750	
05/15/2038	1,115,000	5.000%	189,750	1,304,750	1,494,500
11/15/2038			161,875	161,875	
05/15/2039	1,170,000	5.000%	161,875	1,331,875	1,493,750
11/15/2039			132,625	132,625	
05/15/2040	1,230,000	5.000%	132,625	1,362,625	1,495,250
11/15/2040			101,875	101,875	
05/15/2041	1,295,000	5.000%	101,875	1,396,875	1,498,750
11/15/2041			69,500	69,500	
05/15/2042	1,355,000	5.000%	69,500	1,424,500	1,494,000
11/15/2042			35,625	35,625	
05/15/2043	1,425,000	5.000%	35,625	1,460,625	1,496,250
	15,000,000		10,168,000	25,168,000	25,168,000

Derry Township School District
GO Bonds, Series of 2023

Dated Date 12/15/2023
Delivery Date 12/15/2023

Sources:

Bond Proceeds:	
Par Amount	15,000,000.00
Premium	1,222,276.90
	16,222,276.90

Uses:

Project Fund Deposits:	
Project Fund	16,021,926.90
Cost of Issuance:	
Legal Fees & Expenses	25,000.00
Financial Advisor	20,000.00
Rating Agency Fee	23,000.00
OS Printing & Preparation	12,000.00
Limited Scope Underwriter's Counsel	3,750.00
Paying Agent	750.00
DAC Toolkit	350.00
Miscellaneous	3,000.00
	87,850.00
Delivery Date Expenses:	
Underwriter's Discount	112,500.00
	16,222,276.90

- | | |
|---------------------|---|
| August 28 | → Review financing plan with Finance Committee |
| September 11 | → Review financing plan with Board |
| September 25 | → Authorization to Proceed with \$15,000,000 in 2023 |
| October 10 | → Board adoption of Parameters Resolution (\$18,000,000)
→ Prepare transaction documents
→ Credit rating call |
| November | → Price bonds (lock in rate) |
| December | → Settlement (receive funds) |

Resolved: The Board of School Directors of the Derry Township School District does hereby authorize the Administration to work with Raymond James, as Underwriter, PFM Financial Advisors LLC, as Financial Advisor, Saxton & Stump, as Bond Counsel, and the District's Solicitor to proceed with the issuance of approximately \$15,000,000 of General Obligation Bonds, Series of 2023, the proceeds of which will be used towards new capital projects in the District.

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

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Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Presentation is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Presentation and/or terminate all negotiations for any reason without liability therefor. Thomson Reuters Municipal Market Data (“MMD”) is a proprietary yield curve which provides the offer-side of AAA rated state general obligation bonds as determined by the MMD analyst team. Raymond James & Associates, Inc., member New York Stock Exchange/SIPC.



MENTAL
HEALTH
SCREENING
2023

DERRY TOWNSHIP
SCHOOL DISTRICT

CURRENT STATISTICS

- **40%** - increase in feelings of persistent sadness and hopelessness—as well as suicidal thoughts and behaviors in the 10 years leading up to the pandemic (CDC Youth Risk Behavior Surveillance System).
- **20.1%** - of the U.S. population aged 12 to 17 has had at least one major depressive episode.
- **29.2%** - prevalence of major depressive episode among adolescent females
- **11.5%** - prevalence of major depressive episode among adolescent males.
- **27.2%** - prevalence of major depressive episode adolescents reporting two or more races which is the highest rate.

WHAT IS MENTAL HEALTH SCREENING?

- A means to facilitate early identification and intervention for youth with emerging mental health needs through universal mental health screening
- Use of a systematic tool to identify the strengths and needs of students
- Screening is conducted for all students in a grade or building, not just students identifying themselves as being at risk for mental health concerns
- A snapshot in time, but an opportunity for connection for those who are experiencing difficulties that have gone undetected

WHY IS SCREENING IMPORTANT

- Approximately 50% of lifetime mental health conditions begin by age 14 and 75% begin by age 24. At the same time, the average delay between when symptoms first appear, and intervention is approximately 11 years. Mental health screenings allow for early identification and intervention and help bridge the gap. (National Alliance on mental Health)
- U.S. Preventive Services Task Force, a group of volunteer health professionals who evaluate evidence on various preventive health services, now recommends regular anxiety screenings for youth ages 8 to 18 and regular depression screenings for adolescents ages 12 to 18.
- School-based screening efforts can help schools proactively identify students at-risk of or currently experiencing a range of mental health concerns, including internalizing symptoms of distress
- Screening provides a means to gather data to more effectively and specifically provide all youth with social, emotional, and behavioral health supports through equitable approaches that are integrated into the school day

MENTAL HEALTH SCREENING IN SCHOOLS

- Complements the mission of schools:
 - Prevention Based and Early Identification
 - Initiates the conversation and connection for those in need
 - Provides a means to link students/families with effective services
 - Contributes to positive educational outcomes
- Screening is universal and leads to individualized interventions
- Symptoms of depression and anxiety have continued to increase among U.S. adolescents. Since the primary goal of the screening is to identify and support the mental and behavioral health needs of our students, we have decided to continue this important effort.

PREVIOUS SCREENING

- Partnered with Penn State Health Milton S. Hershey Medical Center, in a research project led by Dr. Deepa Sekhar.
- This research project was part of a grant funded through the Health Resources & Services Administration to conduct a universal mood screening with our students.
- This project initiated the important process of mental health screening in our district. We are grateful for that opportunity to participate, learn, and continue this effort

2023 SCREENING OVERVIEW

- One grade will be assigned to the screening-we have chosen 10th grade
- Each student's **participation** is **voluntary**.
- The parent and/or student may choose to opt out of the screening. If so, an Opt Out form must be completed prior to the administration of the screening
- The screening will be completed in privacy on an iPad.
- The screening uses a standard set of questions
 - PHQ-9 (Patient Health Questionnaire – 9 questions)
 - GAD-7 (General Anxiety Disorder – 7 questions).
 - The screening can be completed in approximately 5 minutes.

2023 SCREENING OVERVIEW

- Students with elevated scores will be referred to the school counselor and/or school psychologist and the school's Student Assistance Program, which is the Hershey Intervention and Prevention Program (HIP).
- HIP is the school's standard process to address student behavior and mental health concerns. HIP can provide referrals to both in-school, and out-of-school resources.
- Students with suicidal feelings will receive immediate referral to emergency care, regardless of screening score, and parents will be notified as per current school policy and procedure.
- Data collected (i.e.: basic demographic and outcomes) will not include anything that can identify an individual student. Any use of the data or results from this screening will not identify students by name.

THANK YOU!



PREPARED FOR

Derry Township School District ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

6/13/23



Derry Township School District

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Derry Township School District:

Service Term: 12 months (07/01/2023 - 06/30/2024)

Item	Start Date	End Date	Investment
MaintenanceEssentials Pro	7/1/2023	6/30/2024	\$7,329.85
Energy Manager	7/1/2023	6/30/2024	\$4,393.58
FSDirect	7/1/2023	6/30/2024	\$3,808.79
ConnectAthletics	7/1/2023	6/30/2024	\$483.21
Annual Renewal:		\$16,015.43 USD	

*Your KPN - Keystone Purchasing (formally PAEJPC - Pennsylvania Education Joint Purchasing Council) discount has been applied.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-370341 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

Signature

Presented to:

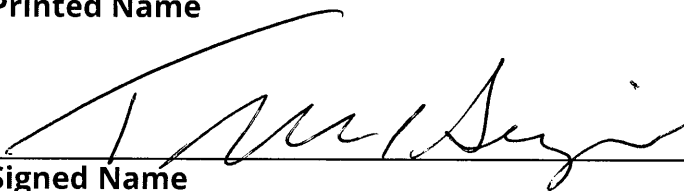
Q-370341

June 13, 2023, 8:54:00 AM

Accepted by:

Terence A. Singer

Printed Name

A handwritten signature in black ink, appearing to read "Terence A. Singer", written over a horizontal line.

Signed Name

President, School Board

Title

September 11, 2023

Date



**NON-PROFESSIONAL LICENSE AGREEMENT FOR
Clue: On Stage (High School Edition)**

PRODUCTION TERMS

CUSTOMER INFORMATION

Contract Date: 8/10/2023

Order/Invoice # SO_00000807520

Name and Address: Michelle O'Brien, 30C E Grenada Ave. PO Box 898, Hershey, PA, 17033, US

Performances Dates: 11/17/2023 - 11/18/2023

Venue Address: Hershey High School, 550 Homestead Rd., Hershey, PA, 17033, US

Please read the agreement below in full. Print for your records. For any assistance regarding your order, please contact info@broadwaylicensing.com.

THIS LICENSE IS ONLY CONSIDERED VALID ONCE YOU MAKE PAYMENT IN FULL WITHIN 30 DAYS FOLLOWING THE CONTRACT DATE LISTED ABOVE, OR PRIOR TO YOUR FIRST PERFORMANCE – WHICHEVER OCCURS SOONER. FAILURE TO DO SO MEANS THE POSSIBLE AUTOMATIC TERMINATION OF THIS AGREEMENT. A SIGNED, AUTHORIZED INSTITUTIONAL PURCHASE ORDER IS ACCEPTABLE FOR SCHOOL AND GOVERNMENT AGENCIES. YOU MAY NOT ADVERTISE, ANNOUNCE, SELL TICKETS OR PRESENT ANY PERFORMANCES UNTIL THE ABOVE REQUIREMENTS ARE MET.

If you clicked the "I agree to the Terms & Conditions" box on the online application that is equivalent to signing this document and this document does not need to be returned. Payment must be made in full, as outlined above, prior to commencement of this license to be valid.

PRODUCTION FEES

ROYALTY FEES: Per Performance \$565.00 x 2 = \$1,130.00

PRODUCTION MATERIALS PACKAGE & USAGE FEES: Provided Licensor has received the full payment; production materials will be shipped immediately upon receipt and are yours to keep.

PERFORMANCE MATERIALS: \$645.00

Clue: On Stage (High School Edition) - Acting Edition
Clue: On Stage (High School Edition) - Director's Edition
Clue: On Stage (High School Edition) - Stage Manager Edition
Clue: On Stage (High School Edition) - Solo Keyboard Underscore Book
Clue: On Stage (High School Edition) - Logo Pack



ORCHESTRATION SET:

BILLING CREDITS:

Please refer to the attached Billing Rider for required billing.

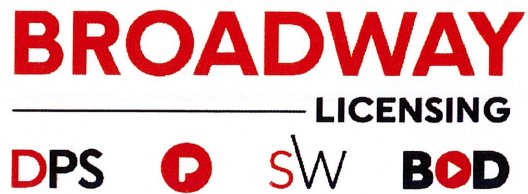
PRODUCTION MATERIALS

Clue: On Stage (High School Edition) - Nonpro Royalty - \$1,130.00
Clue: On Stage (High School Edition) - Nonpro Production Package - \$645.00
Clue: On Stage (High School Edition) - Promo Marketing Kit - \$250.00
Clue: On Stage (High School Edition) - Stage Tracks - \$300.00
Clue: On Stage (High School Edition)- Shipping and Handling- \$125.00

TOTAL: \$2,450.00

If you would like to make changes to your order, please email info@broadwaylicensing.com. Be sure to include your Order/Invoice # and requested changes.

*Board Approval September 11, 2023
Michelle Aguiar, Board Secretary*



PAYMENT INSTRUCTIONS

- a. All payments must be made in US dollars.
- b. Sales of books and all authorized production materials are final.

Pay by Credit Card:

For any unpaid balances up to \$5,000, submit payment on our [Pay Invoice Fees](#) page.

Pay by Check:

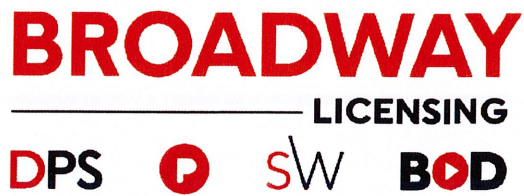
Make checks payable to and mail to:
Broadway Licensing
440 Park Avenue South, 11th Floor
New York, NY 10016

Checks must include the title of the show and/or the Sales Order Number on the Memo line.

SHIPPING INFORMATION

Please confirm that the shipping address on the first page of this license agreement is correct. If you would like to update your shipping address, please email info@broadwaylicensing.com.

Be sure to include your Order/Invoice # and requested changes.



TERMS AND CONDITIONS

This Agreement is entered into by and between Broadway Licensing, LLC ("Licensor") and the following individual(s), organization and/or institution (collectively, the "Licensee"):

Hershey High School
Michelle O'Brien

Licensor and the Licensee agree to the following provisions with respect to the licensing of performance rights of the following "Play" entitled:

Clue: On Stage (High School Edition)

A. LICENSING TERMS AND CONDITIONS:

1. RIGHTS GRANTED.

- a. **GRANT OF LIVE STAGE PERFORMANCE RIGHTS.** Licensor hereby grants the non-exclusive right to present amateur, live public performances of the Play as contained in the authorized production materials provided and only for the number and dates of performances and at the venue as set forth in the Production Terms herein.
- b. **ADVERTISING/PUBLICITY.** Licensee shall have the right to advertise, promote and publicize their production via online, print, radio, and television. Radio, television, and internet commercials shall be limited to excerpt usage of no more than 30 seconds without prior written consent of Licensor.

2. RESERVED RIGHTS.

- a. **NO RIGHT TO USE ORIGINAL DIRECTION, CHOREOGRAPHY, DESIGNS.** This License Agreement does not include the right to the original direction, choreography, costume design, staging, or scenery design of the Play and any use of said elements are strictly prohibited. Licensor and/or the Authors shall not be obliged at any time to make any payment or offer rights participation to any person(s) who the Licensee may hire to Direct, Choreograph, Stage, and Design or otherwise participate creatively in Licensee's production.
- b. **NO EXCERPTS.** This License Agreement does not grant you the right to perform excerpts or scenes or musical numbers from the Play for promotional, competitions, festivals or for any other reason without the Licensor's prior written consent, except as provided in paragraph A(1)(b) above.
- c. **NO MERCHANDISE.** Licensee is not granted the right to create merchandise based on the Play, whether for sale or distribution, without prior written permission and entering into a separate license with the Licensor. Any merchandise designs shall first be submitted in writing to Licensor for their written approval.
- d. **NO RECORDING.** This License Agreement does not grant the Licensee, or any third party, the right to make, use and/or distribute any recording or reproduction of the Play or any portion of it by any means whatsoever, including, but not limited to videotape, digital capture, live streaming, film or sound recording, and/or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, other digital sequencing, recording, web pages and photocopying, without the express written consent of the Licensor. For the sake of clarity, should Licensee be desirous of creating an archival recording or live streaming a production and such rights are available and approved by the author/underlying rights holder then Licensee must obtain the express written consent of the Licensor and adhere to the terms and conditions of the archival/streaming agreement. Licensee shall not broadcast, transmit and/or electronically post any portion of the Play including, without limitation, music selections or scenes by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet including but not limited to YouTube or other social media platforms. Reproduction of any kind, including for personal use, is also strictly prohibited.



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3. COPYRIGHT REQUIREMENTS.

- a. NO CHANGES. The Play must be presented ONLY as published in the Broadway Licensing authorized Production Materials. The Production Materials can ONLY be used for the performance of the Play on the dates specified in this License Agreement and cannot be used for any subsequent production, presentation, or performance. The Production Materials must be presented without any changes, additions, alterations, or deletions to the text, music, lyrics, (including orchestration and arrangements) or the title. These restrictions shall include, without limitation, not altering, updating, or amending the time, locales, or settings of the play(s) in any way, whether these elements are made explicit in the stage directions, or are clearly implicit in the text.
- b. PERMISSION FOR CHANGES. Requests for permission to make any changes to the text of the play or in the casting of the play must be made in writing to Licensor for review and consideration by the author or copyright holder. Any approved changes whatsoever made to the original text, dialogue, lyrics or music (including the vocal and dance arrangements and orchestrations) of the Play shall, upon creation, become the property of the Author(s) (which, for purposes hereof, shall include their successors and assigns), for their sole and exclusive unrestricted use and benefit, free and clear of any obligation whatsoever to the Licensee, the translator, any director, orchestrator or arranger, or any third party claiming through any of the aforesaid persons or entities. All final edits or changes shall be provided to Licensor immediately upon their creation. Any violation by Licensee of the provisions of this Paragraph is expressly prohibited by international copyright law and shall result in the automatic termination by Licensor of this License Agreement.
- c. CASTING. Furthermore, Licensee acknowledges that casting also constitutes a part of the author's play. As such, if the gender identity, ethnicity, and/or race of the characters is made explicit in the stage directions, or is clearly implicit in the text, such casting requirements are deemed a business necessity and the characters are to be performed by actors who meet such bona fide occupational qualifications, unless the author has expressly approved other casting choices.
- d. BILLING. You must adhere to any additional terms set forth in the Billing Rider
- e. LICENSOR BILLING. All programs must include the following on the title page: "[TITLE] is presented by special arrangement with Broadway Licensing, LLC. (www.broadwaylicensing.com)"
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B. PERFORMANCE TERMS AND CONDITIONS.

- 1. PAYMENT. Licensor must receive payment in full within 30 days following the contract date on the first page of the Production Term Rider or prior to the first performance, whichever is earlier, or this License Agreement shall be terminated. Licensee may not advertise, announce, sell tickets, or present any performances until receipt of payment.
- 2. CHANGES TO PRODUCTION DATES. If any of the conditions set forth in this License Agreement or at any time during the performance run change in any way (including the cancellation or addition of performance(s), ticket price adjustments or change of performance dates or venue), you must notify Licensor in writing immediately and Licensor must approve all such changes before they may take effect. Licensee is advised that any changes to the conditions set forth in the License Agreement may modify the fees quoted in this License Agreement. Furthermore, if Licensee cancels the entire performance, a cancellation fee of 10% of the total fees

BROADWAY

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due for royalty, but in no event less than \$100 per performance, will apply and forfeiture of the production materials package and usage fees (if any) will occur. The fee for production materials package and usage fees is

required and compulsory with each and every License Agreement when available for such play, notwithstanding the non-use of said materials. Furthermore, Licensee understands that even if the Play is not presented, you will be obligated to pay the fees set forth in the previous sentence of this License Agreement.

3. **ADDITIONAL DATES.** Should Licensee desire to present performances in addition to those provided for in the License Agreement, Licensee agrees to make additional royalty and performance material payments for any and all performances in addition to those already licensed. Licensee agrees not to announce, sell tickets, or present the Play for such additional performances without the prior written permission of Licensor and the payment of the additional royalty and production materials & usage fees (if any) due. Performances must take place on the dates specified on the license and in the location designated. Any proposed changes in the dates, venue, or number of performances must receive prior written approval from the Licensor, in order to be effective.
4. **COMPLIMENTARY TICKETS.** Licensee agrees to reserve four (4) complimentary tickets (if requested) for the use of Licensor and/or the Authors(s) for each performance and Licensor agrees not to sell said tickets.

C. PRODUCTION MATERIALS.

1. **SHIPMENT.** Provided Licensor has received the full payment, such production materials authorized for the Play will be shipped immediately upon receipt.
2. **NO REPRESENTATION.** Licensor makes no representation as to the adequacy, suitability and/or condition of the production materials.
3. **PRODUCTION MATERIAL USE.** Licensee understands that the production materials cannot be used for any purpose other than as stated in this License Agreement and anyone connected with the Licensee's organization may not copy, reproduce, sell, electronically store, or post to the Internet or otherwise distribute such production materials. The production materials are the ONLY authorized materials by the Authors(s) and must be licensed from the Licensor as a condition of this License Agreement. The production materials can ONLY be used for the performance of the Play on the dates specified in this Agreement and cannot be used for any subsequent production, presentation, or performance.

YOU ARE NOT REQUIRED TO RETURN ANY PART OF THE PRODUCTION MATERIALS TO THE LICENSOR. PLEASE RECYCLE.

D. MISCELLANEOUS

1. **RIGHT TO TERMINATE.** Any violation of these provisions is expressly prohibited by law and shall result in the automatic termination of this License Agreement.
2. **NO SUBLICENSE.** Under no condition can the License Agreement and/or Production Materials (if any) be assigned, sublicensed, or transferred to any other person, corporation, or entity.
3. **AUDIT.** Upon reasonable notice and during normal business hours, the Licensee shall allow Licensor or its designee to inspect the Licensee's books and records relating to the Play and all amateur performances thereof. The Licensee shall make such books and records available in the form in which they are maintained (including digital form as well as print form, if so maintained by the Licensee), and shall provide reasonable assistance during such audit. If a reliable audit shows that Licensor has been underpaid, the Licensee shall promptly make all necessary royalty payments (with interest on the unpaid amounts at a rate of one percent (1%) per month) and shall reimburse Licensor for reasonable audit expenses, upon submission of supporting invoices. Without limiting the foregoing, the Licensee expressly agrees to keep and maintain the Licensee's books and records relating to the Play and all amateur performances thereof for a period of two (2) years following the run of the Play.
4. **INFRINGEMENT.** The Licensee acknowledges that under the United States Copyright Act, any person who exercises a copyright owner's exclusive rights without permission may be liable as an infringer; that Licensor, as the legal and beneficial owner of certain exclusive rights to the Play, is entitled to institute legal action for any infringement of those rights committed while Licensor owns them; that infringement of a registered work may subject the infringing party to actual damages, statutory damages, and attorneys' fees; and that a court has

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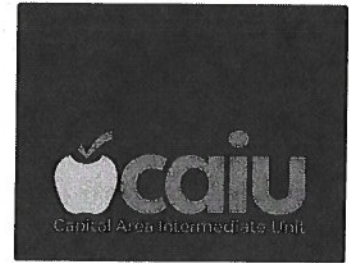
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discretion to award statutory damages in amounts up to one hundred fifty thousand dollars (\$150,000) for willful infringements.

5. INDEMNIFICATION. The Licensee agrees to defend, indemnify, and hold harmless Licensor and its affiliates, shareholders, officers, directors, employees, agents, authors, and contributors from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising from, or related to (a) use of the Play by the Licensee, or (b) any breach by the Licensee of the terms or conditions of this License Agreement.
6. DISCLAIMER OF WARRANTIES. THE PLAY AND ALL RELATED MATERIALS OR ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO USE OF THE PLAY AND ALL RELATED MATERIALS OR ASSOCIATED DOCUMENTATION IS ASSUMED BY THE LICENSEE. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. THE FOREGOING SHALL FURTHER NOT BE ENLARGED OR OTHERWISE AFFECTED BY BROADWAY LICENSING'S RENDERING OF ANY ADVICE OR SERVICE IN CONNECTION WITH THE PLAY OR ANY RELATED MATERIALS OR ASSOCIATED DOCUMENTATION OR THE LICENSEE'S USE THEREOF.
7. LIMITATION OF LIABILITY. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF LICENSOR TO THE LICENSEE UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT ACTUALLY PAID BY THE LICENSEE TO LICENSOR UNDER THIS AGREEMENT.
8. ENTIRE AGREEMENT; INCONSISTENT TERMS. The terms and conditions of this License Agreement constitute the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous proposals, representations, statements, understandings, or agreements, written or oral, express, or implied, including but not limited to any other terms provided in any purchase order form provided by Licensee. Licensor objects to all terms and conditions different from or additional to those in this License Agreement, whether or not signed by authorized representatives of the parties. Additional or different terms or conditions will only be valid if expressly agreed to in writing on a document that specifically purports to do so, noted on the face of such document, and signed by representatives of both parties. Licensee acknowledges that it did not enter into this License Agreement in reliance upon any representation by Licensor or understanding by Licensee that is not set forth herein. This License Agreement can only be modified by a written instrument signed by both parties.
9. GOVERNING LAW; JURISDICTION. This License Agreement shall be governed by the internal laws of the State of New York, without regard to principles of conflict of laws. Each party hereby expressly consents to the personal jurisdiction of, and waives any objection to venue in, the state and federal courts located in New York, NY for any lawsuit filed there against arising from or related to this License Agreement.
10. NOTICES. All notices required by this License Agreement shall be sent by regular mail and/or e-mail to the parties at their last known addresses.



AGREEMENT FOR TITLE I NONPUBLIC PROGRAMS AND SERVICES

This Agreement for TITLE I NONPUBLIC Services (hereinafter "Agreement") is made this 9th day of August, 2023, 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 School District** (hereinafter "Client"), a PUBLIC SCHOOL DISTRICT with its principal place of business at 30 East Granada Avenue, Hershey, Pennsylvania 17033.

1. Scope of Work.

1.1 CAIU agrees to provide NONPUBLIC TITLE I READING, MATH, AND/OR COUNSELING services as follows:

The CAIU will provide the services to all Title I participating nonpublic schools having low income students enrolled from the SCHOOL DISTRICT in accordance with ESSA requirements for Title I Nonpublic programs and services.

~~See Title I 2023-2024 Statement of Work, attached hereto and incorporated by reference hereby, for a breakdown of program and services. The parties further agree that the detailed invoices provided quarterly by the CAIU are herein incorporated by reference to reflect the exact supplementary support services provided to students in Title IA participating nonpublic schools as well as Tasks and Deliverables outlined in the Statement of Work.~~

~~See Title I 2023-2024 Intent to Participate, attached hereto and incorporated by reference hereby, for a breakdown of allocation of funds.~~

Virtual Delivery of Services During School Closures and Curtailment:

In the event of school closures or curtailment of in-person instruction, the parties agree to negotiate in good faith to assess whether and to what extent remote, virtual services can be provided in place of the in-person services contemplated hereby. Any such services will ~~comply with applicable Pennsylvania Department of Education remote instruction and reopening guidelines and may be updated at any time during the term of this agreement.~~

Parties further agree to comply with Centers for Disease Control sanitation standards operative, released, and updated at any time during the original term of this Agreement.

- 1.2 The services described in section 1.1 above include all labor, products, and/or tools the CAIU requires to perform 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.
- Assure all financial and legal responsibilities involved in providing the instruction (salary and benefits, instructional and diagnostic materials)
- Provide the School District with the addresses of students served
- Provide the School District with the data necessary to complete their Title I responsibilities including assessment data and related data
- Provide the School District access to the program at any time
- Assume any other responsibilities necessary to conduct the program as intended

2.3 Client shall:

- Provide the CAIU names of private schools identified to participate in Title I programs
- Assist the CAIU in identifying addresses of students who reside in Title I attendance areas
- Inform the CAIU of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation

3. **Cost.** In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, \$105/hour (One hundred five dollars per hour) up to \$32,068.00 (Thirty two thousand sixty-eight dollars). This amount has been determined by the per-pupil allocation times the number of low income private school children residing in the school district. The amount also includes a Family Engagement set-aside if applicable. Additional cost terms, if any, shall be addressed in Section 25 herein or subsequent Addenda as agreed to by both parties.

4. **Invoicing and Payment.** The CAIU shall invoice Client on a(n) quarterly 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 August 20, 2023, and shall terminate effective September 30, 2024, unless otherwise agreed upon in writing.

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: Lisa Klingler

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400

Fax:

Email: lklingler@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: Jason Reifsnyder

Address: 30 East Granada Ave., Hershey, PA 17033

Phone: 717-534-2501 ext. 3201

Fax:

Email: jreifsnyder@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 Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise 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.

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. Under no circumstances shall CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance.

10. **Limitation of Relationships.** 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, both parties are public governmental entities subject to public disclosure and right-to-know laws, and this Section 12 and its subsections 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 Section 12 and its subsection shall survive termination or expiration of the Agreement.

13. Warranties.

13.1 Unless otherwise expressly stated in Section 25 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 as 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 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.

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

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 work 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. Termination.

20.1 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.

20.2 Upon termination by the Client, all work shall stop and payment for all work completed to date shall be immediately due and payable to the CAIU.

21. 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.

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

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

24. Entire Agreement and Modification.

24.1 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.

24.2 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.

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

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


24.5 Notwithstanding, this Agreement may be executed in multiple counterparts. Each such counterpart shall be an original and all together shall constitute but one and the same Agreement.

25. Additional Terms and Conditions Specific to this Agreement.

25.1 The School District and CAIU agree to pool funds for instruction in the nonpublic schools. The pooled funds are used to serve the private school students most at risk who reside in participating public school attendance areas regardless of the amount of funds that was generated based on the number of children from low-income families attending that nonpublic school.

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

CAPITAL AREA INTERMEDIATE UNIT



Authorized Signature

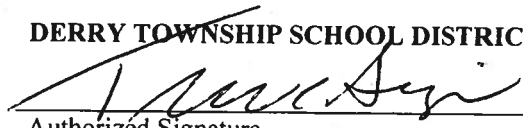
Dr. Andria Saia

Printed Name

Executive Director

Title

DERRY TOWNSHIP SCHOOL DISTRICT



Authorized Signature

Terence A. Singer

Printed Name

President, School Board

Title

Rev. 4/3/2018



Statement of Work

Client: Derry Township School District [School District]

Project: Title I, Part A Support Services in CAIU Nonpublic Schools

Effective Date: August 20, 2023 – September 30, 2024

Purpose

Capital Area Intermediate Unit 15 will provide supplementary support services to Title IA participating nonpublic schools having low income students enrolled from the School District. This service will provide equitable services as outlined in Every Students Succeeds Act (ESSA), to eligible private school children residing in participating Title I public school attendance areas.

Scope

Supplementary services in the nonpublic schools will be provided by staff who fulfill Pennsylvania Department of Education (PDE)'s state certification and licensure requirements.

The CAIU will send the School District quarterly updates on students who receive services within their attendance area.

Tasks Conducted by CAIU

- Review of nonpublic schools' referrals of potential educationally disadvantaged students (Multiple criteria: Standardized test scores, benchmark assessments, teacher referral, and administrator referral)
- Screening and assessment of potential educationally disadvantaged students
- Parental permission process
- Benchmark assessments and stakeholder reporting two or three times per year using *FastBridge*
- Student scheduling
- Instructional services in reading, math, and/or school counseling (two times per week for 30 minutes per student, during school hours)
- Progress monitoring and progress reporting as requested
- Quarterly monitoring of school district students, if no educationally eligible students are identified

- Parent and family engagement activities including: Nonpublic School Title I Parent and Family Engagement Night or Summer Books and Activities, School/Parent Compacts (for school, parent and student), Annual Family Engagement Survey
- Performance goal progress
- Annual program evaluation and reporting to all stakeholders based on student improvement, as requested
- Annual educator effectiveness evaluation of CAIU instructional staff
- Nonpublic school visitation coordination and documentation
- Annual assessment plan review and revision
- Technical assistance with federal program monitoring
- Coordination with Pennsylvania Act 89 services
- Coordination with other federal programs, whenever possible

Deliverables

- Deliverables will be provided on a quarterly basis with the detailed services invoice including content areas, amount of service, and assessment results (if available)

Performance Goals

Nonpublic Performance Goals 2023-2024

Title IA Reading/Math Performance Goal- Capital Area Intermediate Unit	
Target Date	End of 2023-2024 School-Year
Goal Type	Title IA – Nonpublic Program Goal
Audience	Nonpublic students from Derry Township School District identified as being educationally disadvantaged
Behavior	50% of students receiving Title I services at the nonpublic school in math or reading will show expected results
Condition	Results will be assessed after the spring 2024 <i>FastBridge</i> benchmark, if the student has at least two data points (fall to spring or winter to spring)
Degree	Students should maintain at least 95% growth when comparing Attained Rate of Improvement (ROI) to Target ROI
Goal Statement	50% of Derry Township School District nonpublic students receiving Title I services in reading or math will have 95% growth or better when comparing Attained Rate of Improvement (ROI) to Target ROI using the <i>FastBridge</i> Assessment from fall to spring or winter to spring 2024.

Title IA Counseling Performance Goal- Capital Area Intermediate Unit	
Target Date	End of 2023-2024 School-Year
Goal Type	Title IA – Nonpublic Program Goal
Audience	Nonpublic students receiving individual or developmental counseling
Behavior	An increase in referrals will be obtained based on satisfaction of services and understanding of counseling outcomes
Condition	Results will be assessed May 1, 2024
Degree	Teacher referrals will increase by 10%
Goal Statement	The number of teacher referrals for individual counseling or classroom developmental counseling lessons will increase by 10% from December 1st, 2023 to May 1, 2024.

Respectfully Submitted,



Lisa Klingler

Supervisor of Nonpublic & ESL School Services



Date: 06/30/2023
Order Number: Q-491897
Revision: 1
Order Form Expiration Date: 07/30/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: Krista

Last Name: Dickerson

Email Address: AP@hershey.k12.pa.us

Customer Signature

Name (Printed or Typed) Terence A. Singer

Title President, School Board

Date September 11, 2023

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Date: 06/30/2023
Order Number: Q-499918
Revision: 1
Order Form Expiration Date: 07/10/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 104319
Customer Name: Hershey High School
Billing Address: PO Box 898
Hershey, PA 17033-0898

Products and Services

Hershey High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Math Library - Program License	175	07/11/2023	07/10/2024	12

Hershey High School Subtotal: \$962.50

Total US Funds: \$962.50

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

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Date: 06/30/2023
Order Number: Q-499918
Revision: 1
Order Form Expiration Date: 07/10/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: Krista

Last Name: Dickerson

Email Address: AP@hershey.k12.pa.us

Customer Signature

Name (Printed or Typed) Terence A. Singer

Title President, School Board

Date September 11, 2023

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Date: 06/30/2023
Order Number: Q-498913
Revision: 1
Order Form Expiration Date: 07/10/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 104319
Customer Name: Hershey High School
Billing Address: PO Box 898
Hershey, PA 17033-0898

Products and Services

Hershey High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Science Library - Program License	350	07/11/2023	07/10/2024	12
Study Island Benchmark Assessments: Science Library - Program License	350	07/11/2023	07/10/2024	12

Hershey High School Subtotal: \$2,887.50

Total US Funds: \$2,887.50

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

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Date: 06/30/2023
Order Number: Q-498913
Revision: 1
Order Form Expiration Date: 07/10/2023

ORDER FORM

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Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

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Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: Krista

Last Name: Dickerson

Email Address: AP@hershey.k12.pa.us

Customer Signature

Name (Printed or Typed) Terence A. Singer

Title President, School Board

Date September 11, 2023

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edmentum





Date: 06/30/2023
Order Number: Q-491697
Revision: 1
Order Form Expiration Date: 07/30/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 104319
Customer Name: Hershey High School
Billing Address: PO Box 898
Hershey, PA 17033-0898

Products and Services

Hershey High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: ELA Library - Program License	50	**	**	12
Study Island Benchmark Assessments: ELA Library - Program License	50	**	**	12

Hershey High School Subtotal: \$380.00

Total US Funds: \$380.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

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edmentum™





June 23, 2023

Kenbrook Bible Camp and Retreat Center

190 Pine Meadow Rd.
Lebanon, PA 17046

Phone: 717-865-4547
Fax: 717-865-0995
info@kenbrook.org
www.kenbrook.org

Booking Contract: D.E.E.R. 2024

Organization: Hershey Middle School

Address: P.O. Box 898, 500 Hummelstown Rd.

City/State/Zip: Hummelstown, PA 17033

Country:

Primary Contact: Daniel Hugendubler

Email: dhugendubler@hershey.k12.pa.us

Booking Type: Retreat

Contact Phone: 717-531-2222 (Phone)

Event Information

Event: D.E.E.R. 2024

Purpose of Event: Outdoor Education

Booking Type: Retreat

Arrival Date: May 20, 2024

Arrival Time: 6:00 AM

Departure Date: May 24, 2024

Departure Time: 11:30 AM

Expected number: 300

Minimum Number: 100/100

Meals and Requests

Meal Date	Meal Type	Meal Name	Location	Number of Guests
May 20, 2024 12:05 PM	Lunch	Lunch	Dining Hall	150
May 20, 2024 5:30 PM	Dinner	Dinner	Dining Hall	150
May 21, 2024 7:45 AM	Breakfast	Breakfast	Dining Hall	150
May 21, 2024 12:05 PM	Lunch	Lunch	Dining Hall	150
May 21, 2024 5:30 PM	Dinner	Dinner	Dining Hall	150
May 22, 2024 7:45 AM	Breakfast	Breakfast	Dining Hall	150
May 22, 2024 12:05 PM	Lunch	Lunch	Dining Hall	150
May 22, 2024 5:30 PM	Dinner	Dinner	Dining Hall	150
May 23, 2024 7:45 AM	Breakfast	Breakfast	Dining Hall	150
May 23, 2024 12:05 PM	Lunch	Lunch	Dining Hall	150
May 23, 2024 5:30 PM	Dinner	Dinner	Dining Hall	150
May 24, 2024 7:45 AM	Breakfast	Breakfast	Dining Hall	150

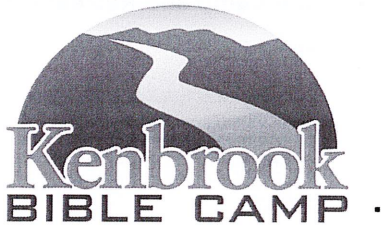
Special Requests:

Meal Instructions:

Food Allergies: Send NO LATER than 2-weeks prior to: food@kenbrook.org

Dietary Requests: Send NO LATER than 2-weeks prior to: food@kenbrook.org

Reservations



June 23, 2023

Kenbrook Bible Camp and Retreat Center

190 Pine Meadow Rd.
Lebanon, PA 17046

Phone: 717-865-4547
Fax: 717-865-0995
info@kenbrook.org
www.kenbrook.org

Booking Contract: D.E.E.R. 2024

To reserve the requested dates, we understand a non-refundable, non-transferable deposit of \$4,290.00 is due on June 30, 2023. The deposit is applicable to total fees. (Deposit is based on 15% of the minimum guaranteed number of guests.)

We agree to pay Kenbrook for the agreed upon minimum numbers of guests based on the triple/quad package rate. Once this contract has been signed, we are obligated to its terms to pay this amount regardless of how many guests actually attend the Kenbrook retreat. We agree our maximum number of guests shall not exceed 300 guests unless additional space is available and confirmed by Kenbrook prior to our arrival.

We agree to contact Kenbrook no later than 06, May, 2024 (14 days prior to arrival) to provide our final attendance count. An invoice for your event will be emailed after the final numbers are reported to Kenbrook.

Payment is due at time of service.

B. Cancellation and Group Reduction Policy

We understand that we may cancel this agreement at any time up to 120 calendar days prior to the beginning date of our event. In so doing we agree to forfeit our deposit.

If we cancel this agreement at any time within the 120 calendar days prior to the beginning date of our event, regardless of the contract signing, we understand that we will be responsible for 50% of the guarantee minimum and that we will forfeit our deposit. Any changes to the terms of this contract, must be agreed upon and signed by both parties in order to take effect.

C. Governing Policies

We agree to respect the beliefs of Kenbrook as set forth in their statement of belief, and to do nothing by word or act that will in any way detract from the testimony of this ministry. This statement is available for review upon request. Kenbrook reserves the right to dismiss any group or individuals who are not in compliance.

We agree to abide by the policies posted on grounds or communicated by Kenbrook personnel. The signer accepts the responsibility of communicating these guidelines to the participants and will follow through to ensure compliance.

It is understood that this contract is not binding until a copy of the original contract bearing signatures of both parties, including the signature of an authorized representative of the rental group, is returned to the Kenbrook office.

It is understood that if this contract and the indicated deposit are not returned to Kenbrook on or before the date shown, Kenbrook is free to negotiate with another group for the conference dates indicated.

We agree to provide proof of liability insurance for our group with coverage of up to \$1,000,000.

It is understood that Kenbrook does not have medical staff on the property and is not responsible for medical treatment or transportation to a medical facility in the event it is needed.

Please return signed contract with deposit to confirm your retreat dates.

By signing this contract, both parties are indicating they have read, understand, and agree to all financial terms and policies in the contract.

Signature D.E.E.R. 2024

Title

President

Date

9/11/23

Director of Guest Services June 23, 2023

Title

Date

David Hender
Outdoor Learning Coordinator
June 24, 2023

For office use only

☐ Paid

\$

☐ Cash

☒ Check #

☐ Card

Received By



8635 STATE ROUTE 209 • WILLIAMSTOWN, PA 17098
717-647-7111 • 1-800-922-7934 • Fax 717-647-2240

CUSTOMER AGREEMENT

Date: August 17, 2023

This agreement is entered into by and between Koppy's Propane, Inc., herein referred to as "Koppy's", and Derry Township School District, whose address is: PO Box 898, 30 East Granada Ave, Hershey, PA 17033, hereinafter referred to as "Customer."

The term of this agreement shall be the FIVE (5) year period commencing on July 1, 2023 and ending on June 30, 2028. Upon the expiration of the initial term and each renewal term thereof, unless either party notifies the other party of its intent not to renew, in writing, delivered at least ninety (90) days prior to the expiration of the term, the term of this agreement shall automatically be extended for an additional ONE (1) year term.

For the term of this agreement, Koppy's agrees to sell to customer, and customer agrees to purchase from Koppy's, all of customer's propane Autogas needs for use as a motor fuel used in vehicles and equipment either converted or manufactured to operate on propane Autogas. Koppy's will provide the dispensing equipment (tanks, pumps and dispensers) used for dispensing Autogas into Customer's vehicles as stated below.

The dispensing equipment and tanks will remain the property of Koppy's, who will be responsible for ordinary maintenance and upkeep of the dispensing equipment, excluding damage incurred by any negligent actions of Customer. Koppy's carries liability insurance on all equipment. Customer agrees to provide all electrical supply, protective bollards, concrete pads, and any fuel management connections to propane dispensers.

As the equipment will be placed in a flood zone, it will be anchored as required by the National Fire Protection Agency - NFPA 58 LP Gas Code Handbook and inspected by the PA Department of Labor and Industry. All necessary permitting will be obtained by Koppy's and the yearly licensing fee from Labor and Industry will be paid by Koppy's. Upon notification of rising flood waters, Koppy's will be capable of removing our equipment within 3-6 hours. Our emergency service can be contacted 24/7 at 1-800-922-7934.

Koppy's will provide training and certification paperwork to all individuals who will be dispensing propane Autogas.

Koppy's agrees to charge, and Customer agrees to pay Koppy's a price per gallon for propane Autogas as follows:

The weekly Mount Belvieu, TX price of propane Autogas as published by Butane Propane News in effect on the day of delivery plus \$(see attached Exhibit A) cents per gallon or a yearly agreed fixed price.

All invoice payments will be due within thirty (30) days from the delivery date and shall be considered past due on the 31st day following the delivery date. Should an invoice remain past due for thirty (30) days, Koppy's may terminate this agreement and all its obligations hereunder shall be terminated.



KOPPY'S PROPANE INC.

www.koppyspropane.com

8635 STATE ROUTE 209 • WILLIAMSTOWN, PA 17098
717-647-7111 • 1-800-922-7934 • Fax 717-647-2240

Signed and agreed to this 17th day of August 2023.

Customer

[Signature]

Date September 11, 2023

Koppy's Propane, Inc.

K Tucker

Date

8/17/2023



8635 STATE ROUTE 209 • WILLIAMSTOWN, PA 17098
717-647-7111 • 1-800-922-7934 • Fax 717-647-2240

August 17, 2023

Exhibit A

Derry Township School District - Propane Supply Proposal

Koppy's Propane, Inc. is pleased to submit the following propane supply and pricing proposal to Derry Township School District.

Koppy's agrees to own and maintain two Autogas dispensers with necessary equipment required for the propane Autogas refueling of buses at no charge to Derry Township School District. The dispensers will remain the property of Koppy's Propane who will be responsible for maintenance and upkeep of the dispensing equipment. Koppy's will provide remote tank level monitoring service at no charge to the School District. There will be no lease or rental fee for the use of Koppy's equipment.

Koppy's has on location and owns the following Superlor Energy Systems equipment:

- (2) PAFD-3E Electronic Propane Auto Fuel Dispensers
- (2) PAFD-1D 5 Horsepower Pumps, Skids, and Piping
- (3) 1000-Gallon Propane Tanks

Derry Township School District remains responsible for the following: concrete pad with crash protection, fire extinguisher, lock for unit (if desired), and electric service including explosion proofing ends to the dispenser.

Market Based Pricing is based on the weekly Mont Belvieu, TX price of propane published by Butane Propane News in effect on the day of delivery.

	<u>Differential</u>
July 1, 2023 – June 30, 2024	plus \$0.75
July 1, 2024 – June 30, 2025	plus \$0.77
July 1, 2025 – June 30, 2026	plus \$0.79
July 1, 2026 – June 30, 2027	plus \$0.82
July 1, 2027 – June 30, 2028	plus \$0.85

Fixed Pricing – At any time you may elect to fix your price of propane at an agreed upon price.

Thank you for the opportunity to present this propane supply and pricing proposal. We look forward to collaborating with Derry Township School District.

Sincerely,

Kara Tucker

President, Koppy's Propane, Inc.

School Dirt Propane Fill Lane

Description	Staff rate with Benefits Equipment per hour rate
Crew Leader	\$56.43
Operators	\$40.52
Laborers	\$39.56
Paver	\$195.00
Large roller	\$105.00
10 Ton Truck	\$70.00
Backhoe	\$125.00
One (1) Crew Leader for one day	\$451.44
Two (2) Operators for one day	\$648.32
Three (3) Laborers for one day	\$949.44
Paver for one (1) day	\$1,560.00
Large roller for one (1) day	\$840.00
Four (4) 10-ton Trucks plus laborer for one day	\$3,505.92
TOTAL	\$7,955.12
One (1) day backhoe with operator	\$1,324.16
One (1) day truck with operator	\$884.16
TOTAL	\$2,208.32
Additional Propane Fill Lane, approximately 225 square yards	
50 ton base, 4" depth at \$58.00 a ton	\$2,980.00
27 ton top, 2" depth at \$68.00 a ton	\$1,836.00
60 ton 2A, 4" depth at \$16.00 a ton	\$960.00
TOTAL	\$5,776.00
GRAND TOTAL	\$15,939.44



Mixed Impressions DJs

390 Stony Battery Road
Landisville, PA 17538
(717) 892-1226
E-mail: midj4u@yahoo.com

• Proms • Special Events
• Homecomings • MC Services
• School Dances • Mini-Thons
• Junior High Dances

BOOKING CONTRACT

Agreement made on Sunday, August 6, 2023 by and between

Mixed Impressions DJ's Entertainment and:

Barb Clouser (5797359)

Hershey High School

PO Box 898 Homestead Road, Hershey, PA 17033

Work: 717-531-2244

1. Employment: We shall provide, and you shall hire the services of

Mixed Impressions DJ's Entertainment

for which we will provide the following services at your event as agreed upon. Said services are set forth herein:

Event Type: **High School Dance** ----- Times: **7:00 PM** till **10:00 PM**

Event Date: **Saturday, October 21, 2023** ----- Package: **High School Event (Classic Show) \$950.00**

Event Location at: **Hershey High School in Hershey, PA**

2. Compensation: MIDJ will be paid for services rendered as follows:

\$950.00 minus **\$100.00** non-refundable deposit leaving a balance of: **\$850.00**

3. Event Details: **Homecoming Dance**

4. Mixed Impressions will be permitted to set up equipment at: **5:00 PM.**

5. Additional services will be performed at: **\$100.00** per hour. ----- Attire: **Shirt / Tie**

The undersigned has agreed to the total amount listed above, minus the deposit, (non-refundable) leaving the balance. Final payment is due no later than the day of the event. (**Gratuity is not included in price**) It is to be understood that Mixed Impressions has the right to substitute any member of staff and/or any piece of equipment. It is also understood that the area in which you wish our staff to set-up be prepared for us with a minimum of two 6- or 8- foot tables. MIDJ respectfully requests to have access to the facility at the time designated to set-up equipment; otherwise, we are not liable for not beginning the event on time. It is also understood that any photographs taken may be used in promotional materials which would include our website.

Gratuities paid to the DJ/Entertainer(s) are the sole property of those individuals.

Please sign and return one copy of the contract along with the deposit to the address above. Unless other arrangements have been made all contracts must include deposits or some form of payment with a signed copy of the contract. Further payments may be made at any time and mailed to MIDJs. If there are any discrepancies or additions to the contract, please contact MIDJs immediately. If a contract is not returned within the allocated time frame, Mixed Impressions DJs has the right to consider this contract null and void.

PLEASE RETURN CONTRACT WITHIN 20 DAYS OF DATE SENT.

Mixed Impressions DJ: Mark H. Clark Date: 8/6/23

Authorized Signature: [Signature] Date: September 11, 2023



Newsela Inc.
185 Madison Ave
New York, NY 10016

Customer Agreement

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Customer Agreement No. Q-108156
Newsela Sales Rep: Jasmine Miller
Contact Email: jasmine.miller@newsela.com
Offer Date: June 30, 2023
Expiration Date: October 8, 2023

To:
Stacy Winslow
Derry Township School District
30 E Granada Ave Ste 200
Hershey, PA 17033-1591

Qty	School	Products/Services	License Dates	Line Total
1	HERSHEY MIDDLE SCHOOL	Newsela ELA	10/09/23 - 10/08/24	\$6,786.00
1	DERRY TOWNSHIP SCHOOL DISTRICT	Individual Virtual Add-On Session	10/09/23 - 10/08/24	\$487.50
1	HERSHEY HIGH SCHOOL	Newsela ELA	10/09/23 - 10/08/24	\$8,954.40
Contract Total				\$16,227.90

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-108156" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms

noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required: Yes

PO Number:

PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Traci Landry

Bill-To Email: tlandry@hershey.k12.pa.us

By initialing here, I agree that the billing details stated above are current and accurate.

SLP

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:



Date of Signature: September 11, 2023

Sales Quote - This is Not An Invoice

Prepared By: Michelle Mullins	Customer Contact: Philip Ayala
Customer Name: Derry Township School District	Title: Director of Technology
Contract Term: 12 Months	Address: P. O. Box 898
Start Date: 1-JUL-2023	City: Hershey
End Date: 30-JUN-2024	State/Province: Pennsylvania
Billing Frequency: Annually	Zip Code: 17033
	Phone #: (717) 534-2501 x3232

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
Unified Admin eFinancePlus Customization M/S	1.00	Hours		USD 377.72
Unified Admin eFinancePlus Employee Access Center SaaS	1.00	Students		USD 5,473.36
Unified Admin eFinancePlus Customization M/S	1.00	Hours		USD 1,069.14
Unified Admin eFinancePlus Financial Acctg Base SaaS	1.00	Students		USD 3,317.65
Unified Admin eFinancePlus Financial Acctg Base SaaS	1.00	Students		USD 33,411.06

 License and Subscription Totals: **USD 43,648.93**
Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 43,648.93

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

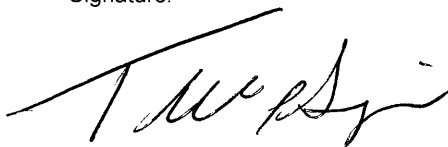
Title: Chief Financial Officer

Date: 1-FEB-2023

PO Number: _____

Derry Township School District

Signature:



Printed Name: Terence A. Singer

Title: President, School Board

Date: September 11, 2023



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-825823 - 2
 Quote Expiration Date: 31-OCT-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Courtney McPherson	Customer Contact:	Sheryl Pursel
Customer Name:	Derry Township School District	Title:	Business Manager
Enrollment:	0	Address:	P. O. Box 898
Contract Term:	12 Months	City:	Hershey
Start Date:	1-SEP-2023	State/Province:	Pennsylvania
End Date:	31-AUG-2024	Zip Code:	17033
		Country:	United States
		Phone #:	(717) 531-2243

Product Description	Quantity	Unit	Extended Price
Initial Term 1-SEP-2023 - 31-AUG-2024			
Professional Services and Setup Fees			
Unified Admin eFinancePlus Consultation TM	15.00	Hours	USD 3,600.00
Professional Services and Setup Fee Totals:			USD 3,600.00

Subscription Period Total	
Subscription Period	1-SEP-2023 - 31-AUG-2024
Amount To Be Invoiced	USD 3,600.00
Amount to be invoiced as incurred	USD 3,600.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



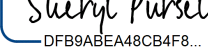
Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 22-AUG-2023

Derry Township School District

Signature:


DFB9ABEA48CB4F8...

Printed Name:

Sheryl Purcell

Title:

Business Manager

Date:

13-Sep-2023

Sales Quote - This Is Not an Invoice

Customer Name: Derry Township School District

Customer Purchase Order No.: 24000268

The school, school district, or other educational agency identified above (“Customer”) may use the Acadience Learning Inc. (“ALI”) Acadience Learning Online (“Service”) as set forth below in this Use Agreement (“Agreement”).

1. **Subscription to the Service.** Customer has issued the Customer Purchase Order No. identified above (“Initial Purchase Order”) for the use of the Service. This Agreement constitutes Customer’s subscription to use, and grants to Customer the right to use, the Service for the number of the Service student licenses, and for the period or term, specified in the Initial Purchase Order and in any subsequent purchase orders expressly made subject to this Agreement by reference to the Use Agreement No. set forth above (“Subsequent Purchase Orders”). The term of this Agreement (“Term”) commences on the beginning of the first academic or school year, or other relevant period, set forth in the Initial Purchase Order and will expire at the end of the latest academic or school year (or other relevant period) set forth in the Initial Purchase Order and any Subsequent Purchase Orders, unless earlier terminated as provided in this Agreement.

2. **Scope.** During the Term:

(a) Customer may enter into the Service data relating to students, Acadience assessments, and other assessment or educational data (“Customer Data”). If Customer is an existing customer of ALI’s Acadience Data Management system (“ADM”), ALI will, at Customer’s request, transfer Customer Data from ADM to the Service. All Customer Data is the property of Customer, is controlled by Customer, and will be accessible to Customer during the Term (including for purposes of deletion and modification pursuant to Section 4 below) and during the Export Period (as provided in Section 8 below). Customer Data is available to ALI only for the purposes described in Section 3 of this Agreement, and in no event will ALI (i) use Customer Data to target advertising to students; (ii) use Customer Data to amass a profile of a student, except as necessary to provide the Service to Customer; (iii) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (iv) otherwise release or disclose Customer Data except as described in this Agreement.

(b) In connection with the use of the Service, Customer may be allowed to download from the Service and photocopy certain student assessment materials (“Student Materials”). Customer’s right to download, photocopy and use the Student Materials is for the limited purpose of facilitating Customer’s use of the Service pursuant to the Initial Purchase Order or Subsequent Purchase Orders during the Term and is not intended to and does not place the Student Materials in the public domain. Customer may download from the Service, make photocopies of, and use the Student Materials solely for the administration of the assessments described in, and for the number of student licenses purchased pursuant to, the Initial Purchase Order and any Subsequent Purchase Orders. No Student Materials may be sold, licensed or further distributed by Customer or used by Customer for any purpose other than use of the Service pursuant to the Initial Purchase Order or Subsequent Purchase Orders during the Term. In addition, Customer may use the Student Materials only without alteration or modification (including, without limitation, without removing logos or acknowledgments for contributions to the Student Materials). Any use of the Student Materials other than as described in this paragraph is strictly prohibited.

3. **Purposes.** The purposes of this Agreement are (a) to provide Customer access to and use of the Service for the number of student licenses during the Term as provided above in Sections 1 and 2; (b) to provide ALI with access to and use of Customer Data as necessary to provide the Service to Customer; and (c) to allow ALI, during the Term and following termination of this Agreement, to access, analyze, and otherwise use Research Data (as that term is defined below in this Section 3) for “Research Use” (as that term is also defined below in this Section 3) but only in compliance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated thereunder in 34 CFR Part 99. As used in this Agreement, “Research Data” includes Customer Data from which ALI has removed all “personally identifiable information” as defined in 34 CFR § 99.3 (“PII”), thereby creating “de-identified” Research Data that may be used for Research Use consistent with the provisions of 34 CFR § 99.31(b). For clarity, as used in this Agreement, “Customer Data” does not include “Research Data”. During the Term, and following expiration of the Term or earlier termination of this Agreement, ALI may use Research Data for or in connection with research, development, and related purposes, including but not limited to publishing technical reports and articles, conducting training, and engaging in further research and development activities (collectively, “Research Use”).

4. **Customer Correction or Deletion of Data.** Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the Term using the correction and deletion tools available to Customer through the

Service. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer. During the Term Customer may also request that ALI delete all Customer Data containing “personally identifiable information” as that term is defined in 34 CFR § 99.3 (“PII”), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, ALI will honor that request as soon as is reasonably practicable. Customer acknowledges and agrees that in the event that any Customer Data is altered or deleted as provided in this Section 4, the usefulness and functionality of the Service may be reduced and any reduction in functionality or usefulness that results from the deletion of Customer Data, at Customer’s request, shall under no circumstances constitute a breach of this Agreement.

5. Security and Protection of Student Data.

(a) ALI will protect the confidentiality of Customer Data entered into the Service as required of ALI by the applicable State and Federal laws governing student privacy. Without limiting the generality of the foregoing, ALI will adhere to the following security procedures: (i) Customer Data will be stored in one or more password-protected servers located in the United States; (ii) ALI will provide Customer with one or more Service accounts and associated passwords that are distinct from the accounts for other users of the Service and that allow Customer’s personnel to access Customer Data through the Service; (iii) internet transfers of Customer Data between Customer and the Service will occur only through encrypted protocols; (iv) data will be encrypted while at rest; (v) all ALI staff with access to Customer Data containing PII will undergo background checks and receive training in data security and confidentiality; and (vi) backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States and, unless otherwise required by a court order, subpoena, or similar legal or administrative proceeding or ALI’s document retention policy, will be destroyed upon the earliest of (A) ALI receiving a request from Customer to delete such Customer Data; (B) shortly following the expiration of the Export Period (as provided below in Section 8); or (C) ALI performing a scheduled deletion of backups.

(b) During its use of the Service, Customer will use the Service in accordance with applicable specifications and documentation provided or made available to Customer by ALI, which may be periodically updated by ALI (“Documentation”), and will comply with all applicable laws and industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access the Service. Customer further agrees to maintain adequate training and education programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Customer’s privacy, data protection, confidentiality and information security practices.

(c) Customer represents and warrants that Customer has obtained all necessary permissions to disclose the Customer Data to ALI. Customer will be bound by any terms of use, privacy statements, and other agreements regarding the use of the Service between Customer and ALI (collectively, “Ancillary Agreements”). Customer (including any of Customer’s employees, contractors or other agents) may not and will not: (i) assign, license, sublicense, transfer, pledge, or otherwise transfer all or any of Customer’s rights under this Agreement; (ii) access the source code for or reverse assemble, reverse compile, reverse engineer, cross compile or otherwise adopt, translate or modify the Service; (iii) enter data into the Service for more than the number of students for which current student licenses are purchased by Customer under the Initial Purchase Order or Subsequent Purchase Orders.

(d) Sometimes, at the direction of a teacher or administrator, students under the age of thirteen may enter multiple choice answers or other standardized assessment responses directly into the Service (instead of relaying assessment responses to a teacher or administrator to enter the responses into the Service). The Service’s collection of those responses may qualify as collecting “personal information” from a child, as that concept is described in the Children’s Online Privacy Protection Act of 1998 (“COPPA”). In general, COPPA prohibits website operators like ALI from collecting, using or disclosing personal information from a child without first notifying, and obtaining consent from, the child’s parent. However, COPPA allows schools to act as intermediaries between operators and parents in the notice and consent process, provided that the operator gives the school notice of the operator’s collection, use and disclosure practices. Where the Customer has authorized the Service to collect personal information from children, Customer agrees that ALI may presume, as COPPA allows ALI to presume, that the Customer’s authorization is based on the school having obtained parents’ consent. If the Customer informs ALI that a parent has not consented to the Service’s collection of his or her child’s personal information, ALI will not collect personal information from that child.

6. Re-disclosure of Customer Data Containing PII. ALI will only re-disclose Customer Data containing PII: (a) at the request of Customer; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes described in ALI’s most current privacy statement applicable to the Service, or as otherwise permitted by both federal law and the law of

Customer's state. To request that ALI re-disclose Customer Data containing PII pursuant to this Section 6, Customer must fill out a Data-Sharing Addendum (an "Addendum") that specifically names recipients that Customer desires ALI to re-disclose Customer Data to on behalf of Customer ("Authorized Recipients"). In completing and submitting an Addendum to ALI, Customer acknowledges, affirms, and certifies that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. ALI will re-disclose Customer Data to Authorized Recipients on behalf of Customer through the Service access or as otherwise requested by Customer and agreed to by ALI, in its sole discretion.

7. **Security Breach Notifications.** If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to the Service (a "Security Breach"), the party discovering the Security Breach will inform the other party in writing within twenty-four (24) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If Customer elects to or is required by law any governmental agencies or individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications.

8. **Termination; Effect of Termination.** This Agreement will terminate on the earlier of the expiration of the Term or as otherwise described in this Section 8. Either party may terminate this Agreement upon thirty days' written notice to the other party if the other party is in material breach of the other party's obligations under this Agreement, the Initial Purchase Order or Subsequent Purchase Orders, or any Ancillary Agreement (and, for this purpose, a material breach includes, but is not limited to, failure to make a payment as and when required); provided, that the party in breach shall be given thirty (30) days to cure the breach. However, ALI may terminate this Agreement immediately upon written notice to Customer (without a cure period) if Customer is in breach of Section 2(b) or Section 5(c) above, or if ALI reasonably believes that Customer has misappropriated or materially damaged or jeopardized the Service or ALI's Intellectual Property Rights (as defined below in Section 9) in the Service or the Student Materials. Upon expiration of the Term or earlier termination of this Agreement, Customer will immediately cease using the Service except that, for a period of one hundred twenty (120) days following the expiration of the Term or earlier termination of this Agreement, Customer may export its Customer Data ("Export Period") by using the export tools available to Customer through the Service. During the Export Period, Customer will continue to be bound by the terms and conditions set forth herein regarding access to and use of the Service. Upon expiration of the Export Period: (a) Customer will not enter Customer Data into the Service, produce or export any reports or data sets from the Service, or otherwise access or use the Service; (b) ALI will delete all Customer Data that contains PII from its live and backup servers as soon as is reasonably practicable; and (c) ALI may use Research Data following expiration of the Term or earlier termination of this Agreement, as provided above in Section 3. The provisions of Sections 3, 8, 9, 10, and 11 will survive the expiration or termination of this Agreement.

9. **Intellectual Property.** ALI owns and retains all right, title, and interest in and to the Service, the Student Materials, and all Intellectual Property Rights (as defined below in this Section 9) embodied therein and related thereto, and nothing in this Agreement shall be interpreted or construed to transfer any right, title, or interest in or to the Service, the Student Materials, or the Intellectual Property Rights in the Service or the Student Materials, to Customer other than to use the Service and the Student Materials as expressly provided in this Agreement. As used in this Agreement, the phrase "Intellectual Property Rights" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights and moral rights, trade secrets, patent rights, mask work rights, rights in inventions, trademarks, trade names and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

10. **Limited Warranty and Exclusions.** ALI represents and warrants to Customer that the Service, when properly used and operated, will conform in all material respects to ALI's Documentation. As ALI's sole obligation, and Customer's exclusive remedy, in the event of any breach of the foregoing warranty, ALI shall make reasonable efforts to repair or replace the Service so that it conforms as warranted. The limited warranty set forth in this Section 10 shall not apply in the event that a nonconformity results from (a) a modification to the Service not approved by ALI, (b) Customer's misuse of or damage to the Service, (c) third party supplied software or equipment that has not been certified by ALI as compatible with the Service, (d) upgrades or updates to third-party supplied software or equipment not certified by ALI as compatible with the Service, or (e) Customer's failure to meet its obligations under Section 7.

EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ALI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. CUSTOMER AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ALI, AND ALI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE, OR THAT THE CUSTOMER DATA WILL BE FREE FROM CORRUPTION OR LOSS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALI MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCURACY OF INFORMATION AND DATA GENERATED BY CUSTOMER'S USE OF THE SERVICE, NOR REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF CUSTOMER'S EXISTING DATA. NO ACTION AGAINST ALI FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 120 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT.

11. **Limitation of Liability.** IN NO EVENT WILL ALI BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY OR PERSON FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, REPLACEMENT COSTS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF THE SERVICE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, BREACH OF DUTY, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, ALI'S CUMULATIVE LIABILITY FOR ANY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT AND THE SERVICE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER AS PROVIDED IN THE INITIAL PURCHASE ORDER OR SUBSEQUENT PURCHASE ORDERS WITHIN ONE YEAR IMMEDIATELY PRECEDING THE CUSTOMER'S WRITTEN NOTICE TO ALI OF SUCH CLAIM OR DAMAGES.

12. **Partial Invalidity; Conflicting Terms.** If any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. In the event that a term or condition set forth the Initial Purchase Order or any Subsequent Purchase Orders conflicts with a term or condition contained in this Agreement, the provisions of this Agreement will control unless ALI agrees in writing that the conflicting provision in the Initial Purchase Order or the Subsequent Purchase Orders controls.

ACCEPTED and AGREED to by ALI effective as of May 4, 2021, by:

/s/ Roland Good

Roland H. Good III, Ph.D., President
Acadience Learning Inc.
<https://acadiencelearning.org/>

phone: 541-431-6931
fax: 866-211-1450
e-mail: info@acadiencelearning.org

AGREED to by the undersigned Customer on 8/15, 2023
(Month and Day) (Year)

CUSTOMER AGENCY:

Stacy Winslow Ed.D.

Stacy Winslow Ed.D. (Aug 15, 2023 15:54 EDT)

(Signature of Representative Executing Use Agreement)

Stacy Winslow

(Print Name of Representative Executing Use Agreement)

Superintendent

(Title of Representative)

Derry Township School District

(Print name of Customer School District, Private School, or Multi-School Agency)

30 East Granada Avenue

(Mailing Address)

Hershey

(City)

PA

(State or Province)

17033

(Zip or Postal Code)

USA

(Country)

717-5342501

(Phone)

swinslow@hershey.k12.pa.us

(E-Mail Address)

NA

(Agency NCES ID, if applicable)

CUSTOMER ACCOUNT MANAGER - The person listed below is the Customer Account Manager who will receive the initial username and password needed to log in and will have full administrative access to the account:

Aaron Shuman	Assistant to the Superintendent
(Name)	(Title)

Derry Township School District
(Agency)

30 East Granada Avenue
(Mailing Address)

Hershey	PA	17033
(City)	(State or Province)	(Zip or Postal Code)

USA
(Country)

717-443-4126	ashuman@hershey.k12.pa.us
(Phone)	(E-Mail Address)

1001406
(Staff ID)







ALO_UseAgreement_2023

Final Audit Report

2023-08-15

Created:	2023-08-15
By:	Acadience Learning (info@acadiencelearning.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv8blsVL6gukFX8InJReBVsXzsUohKteS

"ALO_UseAgreement_2023" History

-  Web Form created by Acadience Learning (info@acadiencelearning.org)
2022-12-20 - 4:20:33 PM GMT
-  Web Form filled in by Stacy Winslow Ed.D. (ashuman@hershey.k12.pa.us)
2023-08-15 - 7:54:03 PM GMT
-  Email verification link emailed to Stacy Winslow Ed.D. (ashuman@hershey.k12.pa.us)
2023-08-15 - 7:54:06 PM GMT
-  Email viewed by Stacy Winslow Ed.D. (ashuman@hershey.k12.pa.us)
2023-08-15 - 7:54:35 PM GMT
-  E-signature verified by Stacy Winslow Ed.D. (ashuman@hershey.k12.pa.us)
2023-08-15 - 7:54:35 PM GMT
-  Agreement completed.
2023-08-15 - 7:54:35 PM GMT



2023-2024 Yearbook Sales Agreement

Agreement Valid Through: 2025-2026

Account: Hershey Middle School	LID #: 58097	Phone #: 717-531-2222
Address: 500 Homestead Road, Hershey, Pennsylvania, 17033		Enrollment: 900
Adviser Name: Greg Knowles	Adviser Email: gknowles@hershey.k12.pa.us	Adviser Phone: 717-531-2222
Ship Yearbooks To: Account	Send Invoice To: Account	

Yearbook Specification

Size: 7	Number of Pages: 64	Number of Copies: 601	Photographed By Lifetouch: Yes
Yearbook Pricing Per Copy	School \$ 12.58	Consumer \$ 13.00	

Yearbook Dates

Requested Arrival Date:05/10/24	Website Activation Date:08/28/23	YB Pay Type: Direct - Online Only
YB Pay Activation Date:08/28/23	Cover Deadline:01/22/24	
Final Page Deadline:04/08/24	Final Quantity Deadline:04/08/24	

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

Cover and Binding Type

	School	Consumer
Cover Type: Soft Cover	\$ 0.00	\$ 0.00
Binding Type: Saddle Stitch	\$ 0.00	\$ 0.00
Cover Design: Original Cover	\$ 0.00	\$ 0.00

Cover Personalization

School Consumer

Consumer Enhancements

School Consumer

Shipping and Handling

		Price
Shipping & Handling Model	No Charge	\$ 0.00
*Estimated School Total w Ship & Handling		\$ 7560.58
Per Copy (Including Shipping & Handling)		\$ 12.58
Deposit Rate		50 %

* School Price excludes any applicable taxes. Lifetouch will apply all applicable transaction taxes on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

Signatures

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions in this document.

Lifetouch Representative (Signature)

DocuSigned by:

 25A05113DE574BF...

Lifetouch Representative


Renee Pehowic

Date

8/15/2023

Email Address: rpehowic@lifetouch.com

Authorized School Representative (Signature)

DocuSigned by:

 560D4D0EE61248B...

Authorized School Representative

Stacy Winslow

Date

8/15/2023

Terms of Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch")

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit per the Deposit Rate indicated in the Agreement Details above by the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent

permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

CONTRACT CHECKLIST

Read through your contract, then **COMPLETE, SIGN, and RETURN** the following:

► **CONTRACT CONFIRMATION Page**

• **Fill in the following:**

- Number of Performances (*first blank line on Contract Confirmation*)
- Royalty per Performance (*second blank line on Contract Confirmation*)
- Additional Rental costs (*if any*)
- Grand Total of Additional Materials (*from Additional Materials page, if ordering*)

• **Include Payment:**

Check or Money Order (no personal checks)
OR Credit Card information with signature
OR Purchase Order (only for schools and government agencies)
The \$400 security fee *must* be paid by Credit Card, Check or Money Order

► **ADDITIONAL MATERIALS Page**— if ordering (*optional*)

► **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)

► **VIDEO LICENSE, if available, and \$75 fee**— if ordering (*optional*)

► **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on *Change Booking*

To Postpone: Select your new dates and click *Submit*

You will receive an email confirmation including a summary of your requested changes

To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*

Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestrations, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

***The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract***

MTI PRODUCTION CONTRACT

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

Licensee:

HERSHEY HIGH SCHOOL
ATTN.: MICHELLE O'BRIEN
MICHELLE O'BRIEN
P.O. BOX 898
HERSHEY, PA 17033

TELE#: 7175312244 FAX:
E-MAIL: mobrien@hershey.k12.pa.us

Contract Issue Date: 07/19/23
Contract Expiration Date: 08/30/23
Valid For Performances From: 02/29/24 - 03/03/24
MTI Access Code: SEU2415794

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
SEUSSICAL

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$1185.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 600 per Performance
Tickets @ 15.00 10.00 20.00 0.00

SECURITY FEE

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

CONTRACT_2

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MUSIC THEATRE INTERNATIONAL • 423 West 55th Street, New York, NY 10019 • (212) 541-4684 • Fax: (212) 397-4684 • www.mtishows.com

PAGE 1

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: HERSHEY HIGH SCHOOL

Name of Show: SEUSSICAL

Name and address of performance space/venue: HERSHEY HIGH SCHOOL
HOMESTEAD RD PO BOX 898, HERSHEY, PA 17033

Date(s) of performance(s): 02/29/2024 - 03/03/2024

Offer Expires: 08/30/2023

Please list number of performances
for each calendar month:

SHIP WITH: ☐ Standard Orchestration ☒ Alternate Orchestration ☐ Partial ☐ No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 4 performance(s) @ \$ 1,185.00 per performance, a total of \$ 4740.00

RENTAL: \$695.00 for a standard set of materials or any part thereof \$ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X 7 weeks \$ 700.00

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 1529.25

SALES TAX (where applicable): \$ N/A

TOTAL: \$ 8064.25

TOTAL AMOUNT ENCLOSED: \$ 8064.25

BALANCE REMAINING: \$ 0

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ OVERNIGHT ☐ 3-DAY ☒ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: 300 E. GRANDA AVE.

(NO P.O. BOXES)

City: Hershey State: PA Zip/Postal Code: 17033

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: Exp. Date:

Name on Card: Billing Postal Code:

Signature: Amount:

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☐ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME Michael O'Brien TITLE Producer

AUTHORIZED SIGNATURE [Signature] DATE 7/19/23

EMAIL mobrien@hershey.k12.pa.us DAY PHONE 717-439-1683

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

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Approved By- Stacy Winslow

Signature [Signature] Date 8/1/23

STANDARD RENTAL SET

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration.
The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 25 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2









ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: KAITLIN STERN
 Your MTI Account Number: 3442070
 Contract #: 9831614 Printed on: 07/19/23

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1		BASS	
1		CELLO	
1		DRUMS	
1		ERRATA LIST	
1		GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1		GUITAR 2	ACOUSTIC GUITAR, BANJO, ELECTRIC GUITAR
1		KEYBOARD 1	
1		KEYBOARD 2	
1		PERCUSSION	
1		REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO, SOPRANO SAX
1		REED 2	BASS CLARINET, CLARINET, OBOE, TENOR SAXOPHONE
1		REED 3	BARITONE SAXOPHONE, BASSOON, CLARINET, FLUTE
1		TROMBONE	
1		TRUMPET 1	
1		TRUMPET 2	
1		VIOLA	
1		VIOLIN	
1		VIOLIN 2	

N/A

ORCHESTRATION

ALTERNATE ORCHESTRATION

Your MTI Rep: KAITLIN STERN
 Your MTI Account Number: 3442070
 Contract #: 9831614 Printed on: 07/19/23

Below is a detailed list of all orchestra parts available for this title in the Alternate Orchestration, along with doublings.
 If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

PLEASE NOTE: YOU MAY EITHER ORDER THE STANDARD ORCHESTRATION OR ALTERNATE ORCHESTRATION. YOU MAY NOT ORDER ORCHESTRATION PARTS FROM BOTH ORCHESTRATIONS FOR THE SAME PRODUCTION

ALTERNATE ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
2		FEMALE VERS: PC ACT 1	
1	<u>3</u>	FEMALE VERS: VIOLIN 2	
1	<u>2</u>	FEMALE VERS: VIOLA	
1	<u>2</u>	FEMALE VERS: CELLO	
1		FEMALE VERS: GUITAR 1	ACOUSTIC GUITAR, ELECTRIC GUITAR
1		FEMALE VERS: GUITAR 2	ACOUSTIC GUITAR, BANJO, ELECTRIC GUITAR
1		FEMALE VERS: BASS	
1		FEMALE VERS: DRUMS	
1	<u>2</u>	FEMALE VERS: PERCUSSION	
1		FEMALE VERS: KEYBOARD	
1		1 FEMALE VERS: KEYBOARD	
1		2 FEMALE VERS: KEYBOARD	
2		FEMALE VERS: PC ACT 2	
1	<u>3</u>	FEMALE VERS: REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO, SOPRANO SAX
1	<u>3</u>	FEMALE VERS: REED 2	BASS CLARINET, CLARINET, OBOE, TENOR SAXOPHONE
1	<u>3</u>	FEMALE VERS: REED 3	BARITONE SAXOPHONE, BASSOON, CLARINET, FLUTE
1		FEMALE VERS: TRUMPET 1	
1		FEMALE VERS: TRUMPET 2	
1		FEMALE VERS: TROMBONE	
1	<u>2</u>	FEMALE VERS: VIOLIN 1	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	<u>10</u>	x	\$ 6.25	= \$ <u>60.25</u>
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	<u> </u>	x	\$ 15.00	= \$ <u> </u>
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	<u> </u>	x	\$ 15.00	= \$ <u> </u>
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	<u>20</u>	x	\$ 15.00	= \$ <u>300.00</u>
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page)
You MUST return this form along with your contract to receive materials.

\$ 360.25

***See Vendor Pricing following the next page for pricing information

ADMATSS_1

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL STANDARD SET MATERIALS

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ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN

Your MTI Account Number: 3442070

Contract #: 9831614 Printed on: 07/19/23

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire
Additional Materials order to the Confirmation Page of this Production Contract

ITEM	QUANTITY	COST EACH	TOTAL
THEATRICAL RESOURCES			
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x \$ 175.00	= \$ _____
HOW DOES THE SHOW GO ON?	_____	x \$ 21.00	= \$ _____
LOGO PACK DIGITAL	_____	x \$ 75.00	= \$ _____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	1	x \$ 199.00	= \$ 199.00
REFERENCE RECORDING	1	x \$ 20.00	= \$ 20.00
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	1	x \$ 350.00	= \$ 350.00
REHEARSCORE APP	1	x \$ 350.00	= \$ 350.00
SCENIC PROJECTIONS	_____	x \$ 850.00	= \$ _____
SCENIC PROJECTIONS PRO	_____	x \$ 1,795.00	= \$ _____
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	1	x \$ 25.00	= \$ 25.00
STAGE WRITE APPLICATION	1	x \$ 150.00	= \$ 150.00
VIDEO LICENSE	1	x \$ 75.00	= \$ 75.00
LOGO TEES SIX-PACK ADULT LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x \$ 80.00	= \$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____	x \$ 80.00	= \$ _____
KEYBOARDTEK ***			
ORCHEXTRA ***			
PERFORMANCE ACCOMPANIMENT RECORDING *** (PERFORMANCE & REHEARSAL)			
TRANSPOSITIONS-ON-DEMAND ***			

Add total for all items here.

Standard Set Additional Materials Total (from previous page)

\$ 360.25

Theatrical Resource Additional Materials Total

\$ 1169.00

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

\$ 1529.25

You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order.

ADMAT-TH_1

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

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ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN
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A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Performance Accompaniment Recordings \$350
(Rehearsal only)

Performance Accompaniment Recordings
(Rehearsal and Performance)

0 – 500 seats	up to 10 performances	\$750
	11 or more performances (cost per performance over 10)	\$100
501+ seats	up to 10 performances	\$999
	11 or more performances (cost per performance over 10)	\$100

Transpositions-on-Demand (per song title) \$150
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® for pricing, visit www.rms.biz

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

SEUSSICAL

Music by STEPHEN FLAHERTY

Lyrics by LYNN AHRENS

Book by LYNN AHRENS and STEPHEN FLAHERTY

Co-Conceived by LYNN AHRENS, STEPHEN FLAHERTY, and ERIC IDLE

Based on the Works of DR. SEUSS

- *All uses of the word "Seussical" in print materials and advertising shall be accompanied by the trademark symbol "TM" after the final "L" in Seussical
- *No merchandising rights related to the Play or Dr. Seuss are granted to you hereunder.
- *The granting of this license to you to perform the Play is not to be construed as the right to utilize Dr. Seuss figures to advertise this Play in any print materials related to the Play, except as part of any logo supplied by MTI.
- *This license does not permit SEUSSICAL to be presented at any theme park or amusement park venue, except those owned by Universal Studios Recreation Group. Such presentation constitutes a breach of this performance license and results in its immediate and automatic termination

MTI BILLING

In accordance with the **Performance License**, all advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

SEUSSICAL

**Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com**

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

**Any video and/or audio recording of this
production is strictly prohibited.**

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PERFORMANCE LICENSE

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
4. **Billing Credits and Use of Logos in Advertising and Promotion:**
- a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
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2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph 11.4 below.
3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph 11.2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph 11.14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
 - a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials **MUST** be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):
8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320**

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

CONTRACT RIDER

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it may not:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

VIDEO LICENSE

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 3442070
Contract #: 9831614 Printed on: 07/19/23

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN HERSHEY HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED SEUSSICAL (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice be must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Midelle S. O'Brien TITLE Producer
AUTHORIZED SIGNATURE [Signature] DATE 7/19/2023
EMAIL mobrien@hershey.k12.pa.us DAY PHONE 717-439-1683

Approved By- Stacy Winslow

Signature

[Signature]

Date

8/1/23

If your organization requires MTI's W-9 before it can pay amounts due under your license,
**** Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT ****
 Questions? Email: ap@mtishows.com.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.		
2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor		Requestor's name and address (optional)
6 City, state, and ZIP code New York, NY 10019		
7 List account number(s) here (optional)		
Part II Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
<small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0;"></div>		or Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0;"></div>
<div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0;"></div>		<div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0;"></div>
Part III Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
<small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>		
Sign Here	Signature of U.S. person ▶ <i>Rita J. Thelander</i>	Date ▶ 1/1/2023
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1098-A (acquisition or abandonment of secured property) 		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

NAVIGATE360 - ORDER FORM

Customer: Derry Township School District
30 E Granada Ave
Hershey, PA 17033
Lisa Sviben Miller
lmiller@hershey.k12.pa.us

Proposal No: Q-77730
Proposal By: Jason Downey
Email: jdowney@navigate360.com
Opp Number: 178387
Proposal Expires: 7/31/2023

Total Investment: \$2,319.50 - Net 30

Term: The 12 month term for subscription services begins on **8/1/2023** and ends on **7/31/2024**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

Notes:

SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
Navigate360 Visitor Management	Navigate360's school Visitor Management System & Volunteer Management (sold separately) offer an easy check-in process for both the front office staff and visitors while maintaining a welcoming environment and increasing security.	4 Building(s)	\$1,500.00

ONE-TIME SERVICES AND FEES

Product	Description	Quantity	Price
Logitech C925e Webcam 1080P	Logitech C925e Webcam 1080P used with Navigate360 Visitor Management system. Built in technology allows web camera to operate as a 2D scanner. Camera reads the necessary data from the ID (ID Image is not captured) and inputs into your Visitor's Profile. Process happens in internal system and never leaves premises.	5 QTY	\$745.00
Visitor Management Hardware Shipping	Shipping fee for Navigate360 Visitor Management hardware purchases.	1 QTY	\$74.50

Subscription Total: \$1,500.00

One-Time Services & Fees Total: \$819.50

Total: \$2,319.50

Proposal No: **Q-77730**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Derry Township School District MSA](#)


[Software Services Addendum A](#)

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: Brian Carter

Date: 7/25/2023

Signature: 

CUSTOMER BILLING INFORMATION

A/P Contact Name: Lisa M. Sviben Miller

A/P Phone: 717-508-2246

A/P Email: lmiller@hershey.k12.pa.us

A/P Address: 30 East Granada Avenue

City: Hershey

State (2 Letter Abbreviation): PA

Zip Code: 17033

Federal Tax ID: 23-6003648

Purchase Order

☐ Attached PO #: _____

☒ PO in process to be sent separately:

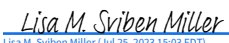
Sales Tax Exempt No. 76-22175-5 on file

CUSTOMER SIGNATORY

Name: Lisa M. Sviben Miller

Title: Director of Safe anc

Date: 7/25/2023

Signature: 
Lisa M. Sviben Miller (Jul 25, 2023 15:03 EDT)

Sales Tax Exemption Certificate must be attached.

Upload Document:

Proposal No: **Q-77730**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.










Derry Township School District - Q-77730-20230721-1601


Final Audit Report


2023-07-25


Created:	2023-07-21
By:	Jason Downey (jdowney@navigate360.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6ud64Ti5MDyerUfXQjpFbKRWU2mfN4eX


"Derry Township School District - Q-77730-20230721-1601" History

-  Document created by Jason Downey (jdowney@navigate360.com)
2023-07-21 - 8:05:17 PM GMT- IP address: 13.110.74.8
-  Document emailed to lmiller@hershey.k12.pa.us for signature
2023-07-21 - 8:05:21 PM GMT
-  Email viewed by lmiller@hershey.k12.pa.us
2023-07-21 - 8:21:37 PM GMT- IP address: 104.28.77.148
-  Email viewed by lmiller@hershey.k12.pa.us
2023-07-24 - 8:11:51 PM GMT- IP address: 104.28.55.233
-  Jason Downey (jdowney@navigate360.com) added alternate signer swinslow@hershey.k12.pa.us. The original signer lmiller@hershey.k12.pa.us can still sign.
2023-07-25 - 2:28:46 PM GMT- IP address: 142.105.150.1
-  Document emailed to swinslow@hershey.k12.pa.us for signature
2023-07-25 - 2:28:46 PM GMT
-  Email viewed by swinslow@hershey.k12.pa.us
2023-07-25 - 2:44:12 PM GMT- IP address: 204.14.13.100
-  Signer lmiller@hershey.k12.pa.us entered name at signing as Lisa M. Sviben Miller
2023-07-25 - 7:03:32 PM GMT- IP address: 204.14.13.100
-  Document e-signed by Lisa M. Sviben Miller (lmiller@hershey.k12.pa.us)
Signature Date: 2023-07-25 - 7:03:34 PM GMT - Time Source: server- IP address: 204.14.13.100

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2023-07-25 - 7:03:36 PM GMT

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2023-07-25 - 8:20:51 PM GMT- IP address: 162.203.42.167

 Document e-signed by Revenue Operations (revenueoperations@navigate360.com)
Signature Date: 2023-07-25 - 8:23:32 PM GMT - Time Source: server- IP address: 162.203.42.167

 Agreement completed.
2023-07-25 - 8:23:32 PM GMT

QUOTE for services



Valid Till Jul 29, 2023
Potentials WOL Hershey HS 23 - 24
WOL Representative Patricia Mulroy
Amount \$ 23,000.00

World of Learning Institute
4500 6th Avenue Altoona
Pennsylvania 16602

Bill To:

Laurie Wade
550 Homestead Road, PO Box 898
Hershey PA

Call for Instruction

The Hershey School District has a need for virtual instruction. In order to meet the needs of students, we will offer a variety of options that provide students with high-quality teaching and content with possibilities in the following scope: Core and Elective Courses, Calculus, Chemistry, Spanish, French, German, Latin, Arabic, Japanese, Chinese, ASL, Elementary and Exploratory Languages.

Conceptual Agreement

The World of Learning Institute (WOL), will provide Hershey School District with instruction in courses as needed, in an online format. Working closely with the leadership team at Hershey School District, the WOL Institute will provide a customized and flexible format for instruction using synchronous, face-to-face online instruction and asynchronous content to acquire learning that aligns with the goals of Hershey School District. We will work with Hershey School District to focus on growing the capacity of its program to ensure optimal educational opportunities for its students.

Objectives

Learners at Hershey School District:

- Will receive high-quality instruction in a virtual format, with the possibility of expanding offerings to students in other languages and courses as needed.
- Embrace the challenges of the traditional classroom and promote a growth mindset.

Value Added

- Learners of Hershey School District, through the use of virtual learning tools, will have both live and asynchronous instruction that facilitates the competent acquisition of learning to:
- Create an authentic learning community for learning
- Instill student ownership of learning through customization, flexibility, and a variety of opportunities to demonstrate competency in the course
- Create opportunities for staff to expand their competency in virtual instruction

Measures of Success

- Progress toward the district goals will be measured by:
- Accommodating live instruction schedules in times that work within the daily schedule
- Students will successfully complete and demonstrate competency in the course
- Successful evaluations of IU8 Learning Facilitators and Program Administrators
- Evidence of learning as seen through informal/formal observations of staff.

Joint Accountability

World of Learning Institute (IU08) agrees to:

- Offer appropriate online, face -to- face, and asynchronous learning aligned with standards.
- Provide timely communication around assignments, instruction, and grading.
- Share successes and concerns with Hershey School District SD facilitators and the administrative team.
- Fully include Hershey School District SD as partners in developing, implementing and sustaining a high-quality learning program.

Hershey School District agrees to:

- Provide reasonable access to appropriate individuals within the district to facilitate the technology and instructional environment for students
- Appropriate technology and support for students
- Work with World of Learning Institute in scheduling, relevant training, and consultation

Options

World of Learning Institute will lead, facilitate, and manage course instruction through synchronous and asynchronous online learning through the IU8 World of Learning Institute curriculum and platform. Students will begin instruction at the start of the school year with the possibility of earning a full-credit or half-credit based on need.

Instruction Proposed (beginning , adjusted as needed):

- Live Instruction can be offered 1x, 2x, or 3x a week for 50 minutes. Some courses are offered in an asynchronous model.
- Seats for approximately 20 students in all requested courses
- Support for the district facilitator and other Hershey School District SD staff.

Services	Cost	Enrollments	Total*
WOL Experience 2x Live Graded Two weekly live session. Graded assignments .5 credit per semester for the school year.	\$ 1,150.00	20	\$ 23,000.00
		Sub Total	\$ 23,000.00
		Discount	\$ 0.00
		Grand Total	\$ 23,000.00

*The number in this proposal is an estimate of the number of students who will be enrolled in the program. You will be billed for the total number of seats filled at the 10-day drop period.

**Any additional enrollments prior to quarter two will be billed at the full semester rate.

*** Textbook cost may be associated – not included in the quote.

Timing

Implementation of this agreement will occur between . We assess a single project fee each semester for our services so you can have control over your budget. Within the objectives outlined above, the World of Learning Institute will commit as much time as necessary to fulfill those objectives.

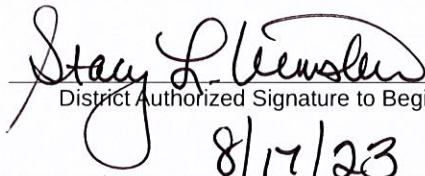
Payment Terms for the SY:

100% of the selected Option value is required within 15 days of the 10-day drop period. A purchase order for service will serve as an acceptance of this proposal. Billing for service will occur at the end of the 10-day drop period each semester (start date is negotiable). Payments will be made to Appalachia IU8.

The contracted service is only valid until June 30, 2024, or in the alternative, thirty days notice to terminate the contract.

Please provide the contact information (name and email) of the person responsible for roster checks at the 10-day drop, prior to invoice.

Please provide the contact information (name and email) of the person responsible for paying the invoice if it is different from the person above.


District Authorized Signature to Begin Service s
8/17/23
Date

WOL Authorized Signature to Begin Service s

Date

