

Kennywood

4800 Kennywood Boulevard
West Mifflin, Pennsylvania 15122
412/461-0500

August 31, 2015

Dr. Victor Morrone
SHALER AREA SCHOOL DISTRICT
1800 Mount Royal Blvd.
Glenshaw, PA 15116

Dear Dr. Morrone,

We have scheduled, subject to your approval, the **SHALER AREA SCHOOL DISTRICT's** School Picnic for **Saturday, 5/7/2016**. An agreement for this date is enclosed. If the agreement is satisfactory, please return one signed copy to us in the envelope provided and maintain the other copy for your files.

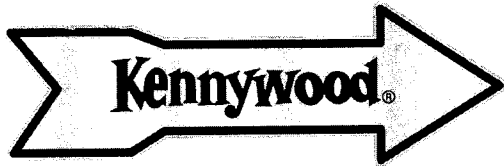
Thank you for your continued patronage with Kennywood and we look forward to hosting SHALER AREA SCHOOL DISTRICT next season. If you have any questions or concerns, please call me at (412) 461-0500 ext.1126.

Sincerely



Kelly Fitterer
Group Sales
Kennywood Park

Enclosures



KENNYWOOD INFORMATION	
Park Name:	Kennywood
Mailing Address:	4800 Kennywood Blvd.
City/State/Zip Code:	West Mifflin, PA 15122
Contact Name:	Kelly Fitterer/Lisa Bliss
Telephone:	412.461.0500 x1126

SCHOOL PICNIC AGREEMENT

GROUP INFORMATION:

Name: SHALER AREA SCHOOL DISTRICT
Street Address: 1800 Mount Royal Blvd.
City: Glenshaw State: PA Zip Code: 15116
Phone No.: _____
Contact Name: Dr. Victor Morrone

Event Date: 5/7/2016

TICKETS:

<u>TICKET TYPE</u>	<u>ESTIMATED ATTENDANCE</u>	<u>PRICE PER TICKET</u>
2016 School Ticket price is \$26.00	N/A	\$26.00

SPECIAL INSTRUCTIONS

1. No personal checks will be accepted by Kennywood.
2. No outside caterers, food (including covered dishes) or (alcoholic or non-alcoholic) beverage products may be brought into Kennywood by the School Picnic Organization.
3. Kennywood agrees to grant a round trip transportation allowance of one dollar (\$1.00) for each student, teacher or other adult arriving by chartered or school buses at the Park by 1pm on the day of the scheduled school picnic.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. BY SIGNING BELOW, GROUP REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

GROUP – date signed: ____/____/____

Signature

Print Name and Title

KENNYWOOD – date signed: 08/29/15

Signature

Print Name and Title

TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

1. PARTIES: This Group Event Agreement ("Agreement") is entered into between the Park and the Group referenced on page one of this Agreement. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.

2. ACCEPTANCE: This Agreement becomes effective and binding on the date of Group's signature. The signatures on behalf of Group and Park on the page one of this Agreement evidence agreement to all of the terms and conditions of this Agreement.

3. GROUP EVENTS: All group Events are subject to the terms and conditions of this Agreement and the terms and conditions printed on the tickets involved in the Event.

4. TICKETS & PRICES: Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Title to all tickets shall remain with Park until sold. Tickets may only be sold to group's members and not Online, to the general public (except as invited by the Group), or otherwise.

5. FOOD AND BEVERAGES: N/A

6. EVENT AREA RESERVED: N/A.

7. DEPOSIT FEE N/A

8. FINAL GUARANTEE: N/A.

9. PAYMENT: Group shall pay for all consignment ticket sold (if any) and return unsold tickets to park within ten days of picnic date along with payment in full. Group shall remit payment in the form of cash, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.

10. TAX: N/A

11. CANCELLATION: Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park and will attempt to reschedule the Event. Park, in its sole discretion, shall make the decision whether to close the Park. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation

12. RISK OF LOSS: Group assumes full responsibility and risk of loss for any group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said non-return.

13. REFUNDS: Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.

14. WARRANTY: The person who executes this Agreement on behalf of each party expressly represents and warrants that s/he has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

15. LIABILITY: Park reserves the right to inspect and control all private Events in the Park. Park shall not be liable for personal property or equipment brought into the Park Facility.

16. INDEMNIFICATION: Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.

17. INSURANCE: N/A.

18. ASSIGNMENT & MODIFICATION: This Agreement is not assignable and shall not be modified except in writing and signed by both parties.

19. GOVERNING LAW: : The laws of the State of Pennsylvania shall govern the validity, performance and construction of this Agreement. Jurisdiction and venue shall lie in the courts in Allegheny County, PA.

20. INDEPENDENT CONTRACTOR: Each party hereto is an independent contractor bearing its own risk of profit and loss.

21. SEVERABILITY: The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity.

22. SURVIVAL: Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

23. WAIVER: Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof.



SHALER AREA SCHOOL DISTRICT

SECTION: COMMUNITY
TITLE: SCHOOL VOLUNTEERS
ADOPTED: December 5, 2012
REVISED: March 18, 2015

	916.1 SCHOOL VOLUNTEERS
1. Purpose	<p>The Board of School Directors values the unique contributions made by parent and community volunteers to the educational programs of the Shaler Area School District. Accordingly, the Board encourages the use of parent and community volunteers, subject to certain requirements and procedures as set forth below.</p>
2. Definitions	<p>Direct contact with children – Possibility of care, supervision, guidance or control of children by a volunteer and/or routine interaction with children.</p> <p>Routine interaction -- Regular and repeated contact that is integral to a person's volunteer responsibilities.</p> <p>A volunteer is any individual who performs a service for the School District without compensation, remuneration or other consideration and who otherwise meets the requirements of this policy. A volunteer must be at least 18 years of age. A volunteer need not be a parent of a student enrolled in the School District. A current School District student who serves as an assistant or who provides other volunteer assistance in support of a curricular, co-curricular or extra-curricular activity is not considered to be a volunteer for purposes of this policy.</p> <p>A casual volunteer is a volunteer who comes to a school infrequently and works in the presence of a teacher/administrator when with students. A casual volunteer does not have direct contact with children, and is not required to obtain criminal history reports or child abuse clearances. Examples include: individuals who volunteer to assist in the planning or conducting of classroom celebrations; guest speakers; and concert/performance ushers.</p> <p>A program volunteer is a volunteer who provides recurring assistance in support of school-sponsored activities under the general direction and supervision of a coach or sponsor employed by the District and may, from time to time, have or may be reasonably expected to have direct contact with children. Examples include: volunteers who assist on the coaching staff of an athletic team; volunteer athletic trainers or equipment managers (excluding School District students serving in those capacities); and choreographers, musicians and other individuals who provide assistance to students in the marching band or school musical.</p> <p>A chaperone is a volunteer who accompanies students on school-sponsored</p>

<p>3. Guidelines</p>	<p>single day field trips and/or trips involving an overnight stay.</p> <p>Final determination of a volunteer's status is the responsibility of the principal or assistant principal.</p> <p>Under no circumstances shall a volunteer be considered an employee or independent contractor of the School District. A volunteer shall not receive wages, salary or other valuable consideration for the performance of his or her services. Holding the position of a volunteer is not a right, but a privilege conferred upon the volunteer by the Board, acting through the building principal of each school within the School District. The School District reserves the right to terminate the services or status of any volunteer at its exclusive discretion.</p> <p>The role of volunteers is to assist, but not replace or assume the professional or paraprofessional responsibilities or authority of, the School District staff. Volunteers shall not provide regular instruction or educational training to students enrolled in the School District.</p> <p>Under no circumstances shall volunteers be permitted to administer or enforce discipline upon students enrolled in the School District.</p> <p>Volunteers shall follow all applicable administrative procedures established pursuant to this policy and shall follow all other rules, regulations and administrative guidelines concerning the conduct of the professional and paraprofessional staff of the School District including all of the requirements of the Family Education Rights and Privacy Act (FERPA); provided, however that such rules, regulations and administrative procedures and guidelines shall not be deemed to expand the responsibility, authority or scope of activity applicable to volunteers under this policy.</p> <p><u>Safety Requirements</u></p> <p>Upon his or her initial appointment, a program volunteer shall be required to obtain and submit for approval an Act 34 Criminal History Report, an Act 151 (Child Abuse) Clearance Statement, and Act 114 FBI Clearance. Program volunteers who attest to living continuously in Pennsylvania for the last 10 years are excused from obtaining the Act 114 clearance. Once the required clearances are on file with the School District, the program volunteer will be required, on an annual basis, to sign PDE 6004 Arrest/Conviction Report and Certification Form that they have not perpetrated or been convicted of any offense that would preclude their employment by the School District under Act 34 or Act 151. Program volunteers will be required to renew their Act 34 Criminal History Report and Act 151 (Child Abuse) Clearance Statement in the event of a break in continuous service. Program volunteers whose reports and clearances are more than three (3) years old as of June 30, 2015, must obtain and provide new reports and clearances in order to continue as volunteers/chaperones thereafter. Effective July 1, 2015, program volunteers</p>
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	<p>whose reports and clearances will become three-years old must obtain and provide new reports and clearances before the three-year anniversary date(s) of those reports or clearances in order to continue as volunteers.</p> <p>Chaperones shall be required, in advance of their first overnight trip during a school year, to obtain and submit for approval an Act 34 Criminal History Report, an Act 151 (Child Abuse) Clearance Statement, and Act 114 FBI Clearance. Chaperones will be required to renew their Act 34 Criminal History Report and Act 151 (Child Abuse) Clearance Statement each school year. Chaperones will be required to renew their Act 114 FBI Clearance every three years unless the individual has been a resident of the Commonwealth of Pennsylvania during the entirety of the previous ten-year period and submits an affidavit attesting that they have not perpetrated or been convicted of any offense that would preclude their employment by the School District under Act 34, Act 114, or Act 151 or Section 6344(C) of the Child Protective Services Law.</p>
NEW →	<p>Upon his or her initial appointment and before volunteer service is performed, a program volunteer or chaperone shall be required to obtain and submit for approval an Act 34 Criminal History Report, an Act 151 (Child Abuse) Clearance Statement, and Act 114 FBI Clearance. Program volunteers or chaperones are excused from obtaining the Act 114 clearance if the individual has been a resident of the Commonwealth of Pennsylvania during the entirety of the previous 10-year period and submits an affidavit attesting that they have not perpetrated or been convicted of any offense that would preclude their employment by the School District under Act 34, Act 114, or Act 151 or Section 6344(C) of the Child Protective Services Law.</p> <p>Once the required clearances are on file with the School District, the program volunteer or chaperone will be required, on an annual basis, to sign PDE 6004 Arrest/Conviction Report and Certification Form that they have not perpetrated or been convicted of any offense that would preclude their employment by the School District under Act 34 or Act 151. Program volunteers or chaperones will be required to renew their Act 34 Criminal History Report, Act 151 (Child Abuse) and Act 114 FBI Clearance Statement in the event of a break in continuous service. Program volunteers or chaperones whose reports and clearances are more than five (5) years old as of August 31, 2015, must obtain and provide new reports and clearances, in order to continue as volunteers/chaperones thereafter. Program volunteers or chaperones whose reports and clearances will become five-years old must obtain and provide new reports and clearances before the five-year anniversary date of those reports or clearances in order to continue as volunteers.</p> <p>If a volunteer is arrested for or convicted of an offense that would constitute grounds for denying participation in a program, activity or service, or is named as a perpetrator in a founded or indicated report, the volunteer must provide the administrator or their designee with written notice not later than 72 hours after the arrest, conviction or notification that the person has been</p>

listed as a perpetrator in the statewide database.

Prior to performing services for the School District, program volunteers and chaperones **who are in direct contact with children for 10 or more hours per week** are required to undergo a tuberculosis examination **not more than three months before volunteering** in accordance with regulations of the Pennsylvania Department of Health and to furnish such report to the School District.

The costs of obtaining the required reports and clearances shall be the responsibility of the volunteer or any sponsoring parent-teacher organization or booster group.

The School Board, at its sole discretion, may elect to reimburse volunteers for the costs of the required reports and clearances based upon programmatic needs or such other considerations as the School Board determines to be appropriate from time to time.

Casual volunteers will be required, on an annual basis, to sign the PDE 6004 Arrest/Conviction Report and Certification Form contained in this policy, in the presence of the principal or principal's designee.

Except in the case of an emergency, volunteers shall not administer first aid or other medical assistance to students.

Except as specifically authorized by the Board on a case by case basis, volunteers shall not be permitted to operate any motor vehicles owned by or under the control of School District, and volunteers shall not be permitted to transport students by motor vehicle in support of any school program.

Confidentiality

No volunteer shall be permitted to access, review, disclose, or use confidential student information, or participate in conversations in which confidential student information is discussed. Examples of such information include, but are not limited to, the following: grades or other measures of academic performance, class standing, standardized or other test scores, attendance records, disciplinary history, intelligence test scores, personality and interest test scores, individualized education plans, health data, family background information, teacher or counselor ratings and observations, and any other verified or unverified information contained in a student's file maintained by the teachers, administrators or schools within the School District. If volunteers have questions about the confidentiality of student information, they are encouraged to consult with the building principal and/or review Section 216 (Student Records) of the School District's Policy and Regulation Manual.

Each volunteer shall keep strictly confidential all information he or she may learn, during the course of performing services, about the students enrolled in the School District.

<p>4. Delegation of Responsibility</p>	<p>Each school within the School District shall adopt its own administrative procedures for the recruitment, selection and assignment of volunteers; provided, however, that the following minimal requirements shall apply to all such procedures:</p> <ul style="list-style-type: none"> a. Each building principal or designee shall be responsible for training the volunteers to perform the specific duties associated with their assignments. b. Each building principal or designee shall assume general authority and responsibility over the volunteers performing services of any kind at or on behalf of the school, including, without limitation, the responsibility for overseeing the filing of criminal history reports, child abuse clearances, PDE 6004 Arrest/Conviction Report and Certification Form and tuberculosis test reports. c. No such procedures adopted by the schools within the School District shall be inconsistent with the terms and conditions of this policy. d. All such procedures adopted by the schools within the School District shall be subject to the approval of the Superintendent. e. Program volunteers assisting with the coaching or supervision of athletic teams or the marching band must be approved in advance by the Board of School Directors. f. Each volunteer shall affirm in writing that he or she has been provided with a copy of, has read, understands, and agrees to comply with this policy.
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FOR IMMEDIATE RELEASE
September 8, 2015

***Pennsylvania's Elementary and Secondary Education Act
(ESEA) Waiver Receives Federal Approval***
Allows for one-year pause in School Performance Scores

Harrisburg, PA – Governor Tom Wolf announced Tuesday that the U.S. Department of Education (USDE) has approved Pennsylvania's Elementary and Secondary Education Act (ESEA) waiver which allows for a one-year pause in the use of the state's School Performance Profile (SPP). Governor Wolf and Education Secretary Pedro A. Rivera had requested the waiver in using the 2015 PSSA scores to calculate SPP and teacher effectiveness ratings due to sweeping changes to the assessment that took effect in the 2014-15 school year.

"Fixing our schools is my top priority, and part of improvement is having fair and consistent accountability standards," Governor Wolf said "We must prepare students to be college and career ready in the 21st century, and we need accountability measures that ensure we are on track to do so, but we cannot over burden our students and teachers with measures that do not fairly account for performance or improvement."

The SPP is a significant part of Pennsylvania's obligations under the federal accountability system established by the ESEA. The SPP was first used in the 2012-13 academic year to provide students, families, school districts, and the general public with information to review the performance of Pennsylvania schools using a common measure. The SPP relies heavily on student scores on the Pennsylvania System of School Assessment (PSSA), measuring both achievement and growth. The PSSA, administered in grades 3 through 8 in English Language Arts and math, was fully-aligned to the more rigorous PA Core Standards for the first time in 2015, and the results on the most recent assessment cannot fairly be compared to those in previous years.

The waiver means schools that administer Keystone Exams will continue to receive SPP scores. That means the only schools that administered PSSAs in 2015 that will have SPP scores will be those that also administered Keystone Exams. The Keystone Exams will be the only test used to help establish the SPP scores.

The 2015 PSSA was a brand new assessment, aligned for the first time to the new and more rigorous PA Core Standards, adopted by the State Board of Education in 2013. Performance level scores for the new 2015 PSSAs, adopted by the State Board in July, resulted in significant drops in student performance across the state.

"While it is critically important to hold our schools and educators accountable for student success, we must take care to do so with indicators that are fair and accurate," said Secretary Rivera. "This year's PSSA scores establish the new baseline from which we can most effectively measure student progress in future years."

In the absence of SPP scores this year for most schools with grades kindergarten through 8, PSSA achievement scores will not be part of the evaluations of teachers and principals in these schools. Evaluations will continue to include student growth scores.

Secretary Rivera also noted that the pause in use of the SPP is part of a broader discussion regarding potential revisions to the SPP. Governor Wolf has directed PDE to consider how the tool could be adjusted to be a more comprehensive measure of school and student performance beyond single, high-stakes test performance.

In its approval of the one-year waiver, USDE noted the progress Pennsylvania has made toward improving students' college and career readiness.

According to a press release, USDE said, "The state is taking important steps toward ensuring that every child has the opportunity they deserve but needs more time to make adjustments to its flexibility plans in order to fully meet its commitments. To that end, the state is receiving a one-year renewal while it continues finalizing its plans for the future."

"Successfully measuring school performance is an important part of ensuring our students are prepared for the future," said Secretary Rivera. "With a new PSSA baseline in place, we can ensure the SPP is an accurate, useful tool that helps educators, administrators, community members, and leaders evaluate schools' progress and performance for years to come."

MEDIA CONTACT: Nicole Reigelman, 717-783-9802

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