Report of the Superintendent and Administrative Staff to the Tredyffrin/Easttown Board of School Directors

Richard Gusick, Superintendent of Schools Tredyffrin/Easttown School District 940 West Valley Road, Suite 1700 Wayne, PA 19087

District Web Site: www.tesd.net

August 24, 2020 Regular Board Meeting 7:30 P.M.

AGENDA PAGE NUMBER

I. Call to Order and Salute to the Flag

II. Suspension of Policy 9314

In order to comply with guidance from the Governor regarding public meetings, the Board suspends Policy 9314 to the extent that it limits the number of Board members who can participate remotely in a regular scheduled Board meeting. This suspension will allow all members of the Board to participate remotely in this meeting.

III. Correspondence

See Supplementary Correspondence List attached.

- IV. Report from Professional Staff None
- V. Students, Staff and Program Highlights None
- VI. Comments and/or Questions from Community Members

The public comment period for action items will be reserved on tonight's agenda for residents and taxpayers.

VII. Priority Discussion

The Priority Discussion topics will be followed by questions/comments from the Board, opportunity for public comment then Board discussion/action.

- - Priority Discussion Presentation Dr. Richard Gusick, Superintendent of Schools Chris Groppe, Pandemic Coordinator Kevin Pechin, Athletic Director
 - 2. Board Questions/Comments
 - 3. Public Comment
 - 4. Board Discussion/Action

VIII.

IX.

		Page 2
B.	Propose	d 2020-2021 District Level Goals98
	Followi	sick will present the proposed District level goals for the 2020-2021 school year. ing refinements, the goals will be presented for Board adoption at the September 29, egular Board meeting.
	 Boa Pub 	ority Discussion Presentation - Dr. Richard Gusick, Superintendent urd Questions/Comments lic Comment urd Discussion/Action
Con	nmittee a	and Ambassador Reports
A.	Policy -	- Kyle Boyer
	The nex	at meeting will be held at 7:00 p.m. on September 1, 2020, location TBD.
B.	Diversit	sy – Sue Tiede
C.	Finance	– Dr. Roberta Hotinski
	The nex	at meeting will be held at 7:00 p.m. on September 14, 2020, location TBD.
D.	Facilitie	es – Todd Kantorczyk
	The nex	at meeting will be held at 7:00 p.m. on September 15, 2020, location TBD.
E.	Educati	ion – Tina Whitlow
	The nex	at meeting will be held at 7:00 p.m. on September 10, 2020, location TBD.
F.	Ad Hoo	E Legislative – Dr. Roberta Hotinski
G.	Ad Hoc	Public Information Committee – Tina Whitlow
H.	Interme	ediate Unit/Technical School – Stacy Stone
Con	sent Age	enda
With mot it to a co	h the conion. In the an appropriate anger	ard action is required, it is generally unnecessary to hold discussion on these items. sent of all members, they are therefore grouped, and approval is given in one he event a Board member wants to discuss any item, the Board President will move priate place on the agenda. A Board member may vote nay or abstain with respect to enda item without the need for removing the item from the consent agenda.
		s of the July 29, 2020 Special Board Meeting
В.		nary Authorization of Accounts Payable and Payroll131 ard will take action on payment of current invoices and payroll.
C.		
C.		utine Personnel Actions
	Th and	e Board will take action on routine resignations, releases, retirements, leaves, a appointments. The Board will also take action to record the names of lunteers who have served in the schools in recent months.
	2. Co	ntracted Services for the 2020-2021 School Year135
	3. Atl	hletic Position Recommendations for the 2020-2021 School Year135
D.		lum and Instruction
		ditional 2020 Summer Workshops and Participants
Г		20-2021 Revised Calendar
E.	Busines	ss Office

1. Authorization to Prepare Specifications and Solicit Bids for the 2021-2022

XIV.	Adj	ournment
XIII.	Ger	neral Announcements
		. 2020 Summer Workshop Summaries
		Monday, November 23, 2020, Regular Board Meeting – 7:30 p.m., location TBD
		Monday, October 26, 2020, Regular Board Meeting – 7:30 p.m., location TBD
		Tuesday, September 29, 2020, Regular Board Meeting – 7:30 p.m., location TBD
		Future School Board Business Meetings are scheduled for:
		August 24, 2020 at 6:00 p.m.
		August 3, 2020 at 7:00 p.m.
		relations, real estate or land acquisition.
		the following dates/times in executive session to discuss items in one or more of the following areas: personnel, litigation, legal matters, confidential information, labor
	Α	. School Board Meetings In accordance with Act 93 of 1998 (Sunshine Law), the Board of School Directors met on
XII.		
VII		public comment period for non-agenda items is reserved for residents and taxpayers.
XI.		nments or Questions from Community Members
	~	4. Board Discussion/Action
		 Board Questions/Comments Public Comment
		1. Discussion
	B.	Memorandum of Understanding with the Tredyffrin/Easttown Education Association
		4. Board Discussion/Action
		 Board Questions/Comments Public Comment
		Discussion – Mark Cataldi, Director of Assessment and Accountability
11.		PDE Guidance on Keystone Exams for the 2019-2020 Cohort of Students
X.	Oth	er Actions Under Consideration
	Н.	School Board None.
	**	None.
	G.	Transportation
		5. Authorization of Diplomas
		4. Agreement with CCIU Brandywine Virtual Academy
		3. Addendum Agreement with Austill's Rehabilitation Services167
		2. Contract with Alternate Private School
	1.	1. Educational Services Agreement
	F.	II, LLC
		4. Addendum to the Agreement with Reconstructive Orthopaedic Associates
		3. Agreement with EBSCO Publishing, Inc

Supplemental Correspondence List Correspondence Distributed to School Board Members August 2020

- Ellen Galka re: School Reopening July 24, 2020
- Beth Stanfield re: School Reopening July 24, 2020
- Holly Tomlinson re: School Reopening July 24, 2020
- Heather McConnell re: School Reopening July 24, 2020
- Pikk-Nga Haas re: School Reopening July 24, 2020
- Madhura Mohile re: School Reopening July 24, 2020
- Amanda Spencer re: School Reopening July 24, 2020
- Nancy Coradi re: School Reopening July 24, 2020
- Melissa Conn re: School Reopening July 24, 2020
- Nuri Attri re: School Reopening July 24, 2020
- Jessica and Rob Schneck re: School Reopening July 24, 2020
- Melissa Morgan re: School Reopening July 24, 2020
- Balakrishna Verma re: School Reopening July 24, 2020
- Brian Vesey re: School Reopening July 24, 2020
- Michele Lynch re: School Reopening July 24, 2020
- Jerry Jia re: School Reopening July 24, 2020
- Cameron Prevost re: School Reopening July 24, 2020
- Kate Mayer re: School Reopening July 24, 2020
- Helen Hartman re: School Reopening July 24, 2020
- Allison Keech Sanka re: School Reopening July 25, 2020
- Muna Elshakhs re: School Reopening July 25, 2020 & July 30, 2020
- Kathryn Ercole re: School Reopening July 26, 2020
- Max and Lynn Barajas re: School Reopening July 26, 2020
- Jill Semmer re: Class of 2020 Commencement July 26, 2020
- Laura De Jong re: School Reopening July 26, 2020
- Dan Fulton re: School Reopening July 26, 2020
- Claire Lartigue, MS, BCBA, BSL re: School Reopening July 26, 2020
- Emily and Brandon Carteen re: School Reopening July 26, 2020
- Michelle Spina re: School Reopening July 26, 2020
- TAC TESD re: School Reopening July 26, 2020
- Joymarie DeFruscio Achenback re: School Reopening July 26, 2020
- Nancy Coradi re: Meeting for School Reopening July 27, 2020
- Rosanna Hagg re: School Reopening July 27, 2020, July 29, 2020, July 30, 2020, July 31, 2020 (2) & August 2, 2020
- Maria Davidson re: School Reopening July 27, 2020
- Christine Miller re: School Reopening July 27, 2020
- Maria Rashid re: School Reopening July 27, 2020
- Matthew R. Altomare re: School Reopening July 27, 2020
- Jessica Schneck re: School Reopening July 27, 2020
- Diana Zinser re: School Reopening July 27, 2020
- Kate Barry re: School Reopening July 27, 2020
- Dianne Rutstein re: School Reopening July 27, 2020
- Kristen McCoy re: School Reopening July 27, 2020
- Karly Kauker re: School Reopening July 27, 2020

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- BUILD T/E, Jamie Lynch, Kate Mayer, Maggie Gaines and Wendy Brooks re: School Reopening July 27, 2020
- James Greger re: School Reopening July 27, 2020
- Peter Finlayson re: School Reopening July 27, 2020
- Tricia Ebarvia re: School Reopening July 27, 2020
- Bill Turley re: School Reopening July 27, 2020
- Anastasia Sheffler-Wood, Esq. re: School Reopening July 27, 2020
- Karolina Basharina re: School Reopening July 28, 2020
- Claire Lartigue, MS, BCBA, BSL re: School Reopening July 28, 2020
- Kate and Mike Barry re: School Reopening July 27, 2020, July 28, 2020 and July 29, 2020 (2) & July 30, 2020
- Stacey Alperin re: School Reopening July 28, 2020
- Nitesh Saha re: School Reopening July 28, 2020
- Meghan Pealer re: School Reopening July 28, 2020
- Rebecca Clouser re: School Reopening July 28, 2020
- Cheska Levy re: School Reopening July 28, 2020
- Laura Reilly re: School Reopening July 28, 2020
- Cathy Kunsch re: School Reopening July 28, 2020 (2)
- Molly Bogan re: School Reopening July 28, 2020
- Kevin Nerz re: School Reopening July 28, 2020
- Amy and Matt Benchener re: School Reopening July 28, 2020
- Rose Freed re: School Reopening July 28, 2020
- Julie Gosse re: School Reopening July 29, 2020
- Liz Mercogliano, RN, BSN, MS, Esq. re: School Reopening July 29, 2020 (2), August 3, 2020 & August 4, 2020, August 8, 2020, August 10, 2020 and August 11, 2020
- Michele Ippoliti re: School Reopening July 29, 2020
- Eleanor Daddesi re: School Reopening July 29, 2020
- Kristin Ciccarelli re: School Reopening July 29, 2020
- Courtney O'Brien re: School Reopening July 29, 2020
- Kelly Ploszay re: School Reopening July 29, 2020, July 31, 2020, & August 4, 2020
- Gina Briscella re: School Reopening July 29, 2020
- Francine Danenhower re: School Reopening July 29, 2020
- Karen Huang re: School Reopening July 29, 2020
- Alicia Geerlings re: School Reopening July 29, 2020
- Kenneth and Agnes Hong re: School Reopening July 29, 2020
- Stephanie Hammonds and Khang Ho re: Early Admission Requirements July 29, 2020
- Kelly Ploszay re: School Reopening July 29, 2020
- Kathleen Mascaro-Sukley, M.Ed. LBS, BSC re: School Reopening July 29, 2020
- Heather McConnell re: Thank You July 29, 2020
- Maggie Gaines re: School Reopening July 29, 2020 & August 6, 2020
- Becca Carr re: School Reopening July 30, 2020
- Jim Falcone re: Health and Safety July 30, 2020
- Zach Sheeran re: School Reopening July 31, 2020
- Kelly Ploszay re: School Reopening July 31, 2020
- Brady & Emily Thomas re: School Reopening July 31, 2020
- Melissa Moreno re: School Reopening August 4, 2020
- Michael Kent re: School Reopening August 7, 2020
- Cheska Levy re: School Reopening August 9, 2020
- Christina Arnault re: Thank You August 12, 2020
- Rob Reiner re: School Reopening August 13, 2020
- Michael Luskin re: Chester County Intermediate Unit August 13, 2020
- Shauna & Jeff Scharf re: School Reopening August 13, 2020
- Michele & Carl Ippoliti re: Fall Sports August 18, 2020

- Cinda Marturano, M.A. re: Fall Sports August 18, 2020
- Wendi Quici re: Fall Sports August 18, 2020
- Christine Reilly re: Fall Sports August 18, 2020
- Joymarie Chupein DeFruscio Achenbach re: Fall Sports August 18, 2020

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- David Eaton re: Fall Sports August 18, 2020
- Molly & Peter Arbes re: Fall Sports August 18, 2020
- Natasha Williams re: Fall Sports August 18, 2020
- Kelly & Al Ploszay re: Fall Sports August 18, 2020 (2)
- David Yancoskie re: School Reopening & Fall Sports August 18, 2020
- Dana Cook re: Fall Sports August 18, 2020
- Erin & Casey Preston re: Fall Sports August 18, 2020
- Mike Nichols re: Fall Sports August 18, 2020
- Rebecca Wickes re: Fall Sports August 18, 2020
- Lisa McGrath re: Fall Sports August 18, 2020
- Pam Di Martini re: Fall Sports August 18, 2020
- Julie Caron re: Fall Sports August 18, 2020
- Scott Miller re: Fall Sports August 18, 2020
- Jeff Ealer re: Fall Sports August 18, 2020
- Jon Stanton re: Fall Sports August 18, 2020
- Jennifer Fryberger, CRS re: Fall Sports August 18, 2020
- Katie Klaiber re: Fall Sports August 18, 2020
- Liz Manziano re: Fall and Winter Sports August 19, 2020
- Brooke Stienes re: Fall Sports August 19, 2020
- Deirdre Fennell Faith MBA re: Fall Sports August 19, 2020
- Marcos Rios re: Fall Sports August 19, 2020
- Abby Klebe re: Fall Sports August 19, 2020
- Reese Hendersen re: Fall Sports August 19, 2020
- Cathy Mauro re: Fall Sports August 19, 2020
- Annabel Schwartz re: Fall Sports August 19, 2020
- Donna Klebe re: Fall Sports August 19, 2020
- Jennifer Mayock re: Fall Sports August 19, 2020
- Mark Klaiber re: Fall Sports August 19, 2020
- Amy McGee re: Fall Sports August 19, 2020
- Jeff Lewis re: Fall Sports August 19, 2020
- Connie Hofmann re: Fall Sports August 19, 2020
- Caroline Klaiber re: Fall Sports August 19, 2020
- Jim Reilly re: Fall Sports August 19, 2020
- Rylie Fryberger re: Fall Sports August 19, 2020
- Lilli Lucia re: Fall Sports August 19, 2020
- Madison Picha re: Fall Sports August 19, 2020
- Marcy DelOrefice re: Fall Sports August 19, 2020
- Mia Galrao re: Fall Sports August 19, 2020
- Nagway Amin re: Fall Sports August 19, 2020
- Marian Nalitt re: Fall Sports August 19, 2020
- Marla Carson re: Fall Sports August 19, 2020
- Sophie Koziol re: Fall Sports August 19, 2020
- Nicole Yarmark re: Fall Sports August 19, 2020
- Karen Mara re: Fall Sports August 19, 2020
- Ava Koziol re: Fall Sports August 19, 2020
- Chris Clayton re: Fall Sports August 19, 2020
- Heather Clayton re: Fall Sports August 19, 2020
 Maya Yarmark re: Fall Sports August 19, 2020
- John Carson re: Fall Sports August 19, 2020

- Maeve O'Murchu re: Fall Sports August 19, 2020
- Megan Fox re: Fall Sports August 19, 2020
- Annaliese Clayton re: Fall Sports August 19, 2020
- Elli Mayock re: Fall Sports August 19, 2020
- Michael Costigan re: School Reopening and Fall Sports August 19, 2020
- Bruce Matzinger re: Fall Sports August 19, 2020
- Megan Daly re: Fall Sports August 19, 2020
- Natalie Yarmark re: Fall Sports August 20, 2020
- Shawn Corr re: Fall Sports August 20, 2020
- Eric & Suzy Montanye re: Fall Sports August 20, 2020
- Amy Daly re: Fall Sports August 20, 2020
- Kristen Krebs re: Fall Sports August 20, 2020
- Nikki & Taso Serafim re: SAT Testing Sites August 20, 2020
- Jen Kleppe re: Fall Sports August 20, 2020
- Marisa Wells re: Fall Sports August 20, 2020
- Merle Elloso re: Fall Sports August 20, 2020
- Robert Corr re: Fall Sports August 20, 2020
- Cameron Lee re: Fall Sports August 21, 2020

AGENDA MATERIALS

Agenda VII, Priority Discussion

Agenda VII, A: Revised Tredyffrin/Easttown School District Reopening Plan

VIA: Richard Gusick, Superintendent of Schools and Chris Groppe, Pandemic Coordinator

Action Under Consideration: In order to promote the safe and orderly operation of the School District's educational program during the COVID-19 pandemic, it is recommended that the Board of School Directors approve the attached Revised Reopening Plan. It is recommended that the Board of School Directors authorizes the Superintendent or his designee to take any other actions the Superintendent deems appropriate, without further Board approval, to ensure the safety of participating students to the extent authorized by law and irrespective of any policies that may be to the contrary, including minor revisions to the Health and Safety Plan or Continuity of Education Plan. The action will also approve updated Health and Safety Plans and Athletic Activities. Any action taken by the Superintendent or his designee in accordance with this authorization shall be deemed to be the action of this Board. Such action shall be confirmed by the Board no later than at its next regular Board meeting.

- Priority Discussion Presentation Dr. Richard Gusick, Superintendent of Schools Chris Groppe, Pandemic Coordinator Kevin Pechin. Athletic Director
- 2. Board Questions/Comments
- 3. Public Comment
- 4. Board Discussion/Action

TESD - Continuity of Education Plan for Reopening 2020-21

Introduction

On March 12, 2020, the governor of Pennsylvania ordered all school buildings closed. During the closure, TESD implemented a Distance Learning program aligned with the guidelines and requirements for this unprecedented emergency closure. These guidelines required schools to focus on those skills and content that were essential in preparation for the next grade level during the remaining 12 weeks of school. In June of 2020, the District provided a Distance Learning Survey to parents, secondary students and teachers as a means to gather feedback related to the distance learning experience. Concurrently, on June 3, 2020, the Pennsylvania Department of Education (PDE) issued its preliminary guidance for the phased reopening of K-12 schools. PDE indicated additional guidance would be forthcoming throughout the summer as conditions continued to evolve and that school reopenings should address "safe operations, teaching and learning, and student wellness – with attention to equity throughout." In addition to developing the plans for reopening, on June 18, districts were given the following charge from PDE.

Develop a Health and Safety Plan which will serve as the local guidelines for all instructional and non-instructional school reopening activities. All school activities must be informed by Governor Wolf's Process to Reopen Pennsylvania.

Districts were also directed to identify a Pandemic Team who would assist with the development of the Health and Safety plan for the upcoming year. Further guidance identified distinct phases for school building reopening.

Schools remain closed for in-person instruction and all instruction must be provided via remote learning, whether using digital or non-digital platforms. Provisions for student services such as school meal programs should continue. Large gatherings are prohibited. PA Yellow/Green Phase Schools may provide in-person instruction after developing a written Health and Safety Plan, to be approved by the local governing body (e.g. board of directors/trustees) and posted on the school entity's publicly available website.

Using the guidance from PDE, as well as guidance issued from Chester Health Department, the Pennsylvania Department of Health and the Centers for Disease Control and Prevention, District administrators and teacher representatives began collaborating to develop the gradual reopening plan. Throughout June and July, work continued as guidance continued to evolve and change on a regular basis.

Principles and Guidance

In developing the plans for reopening, TESD was guided by three principles.

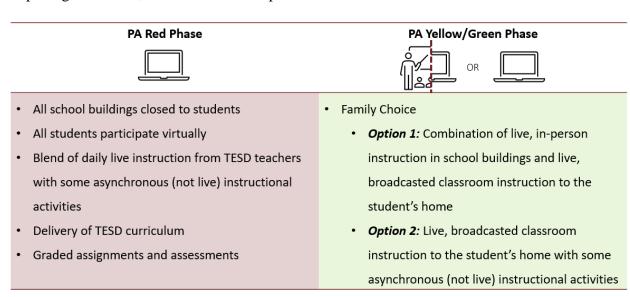
- Safety and Feasibility
- Flexibility
- Equity

These principles can form the foundation of a plan where the TESD academic experience continues to be one that provides opportunities for each student to thrive – whether in school buildings or within a virtual setting. While adhering to guidelines for health and safety concerns, consideration was also given to maintaining a strong sense of community and ensuring access and equity for all students.

Alongside these guiding principles for plan development, the District utilized research and resources provided by the Pennsylvania Department of Education and a myriad of health authorities, including the PA Department of Health, the Chester County Health Department, the American Academy of Pediatrics, the Centers for Disease Control and Prevention, and the World Health Organization.

Overview of TESD Plans

The chart below provides an overview of the overarching components of the District's plans for reopening in the Red, Green and Yellow phases.



These plans address both remote and in-person instruction and allow for family choice when schools are in the Yellow and Green phases. The integrated model of broadcasting live instruction from the classroom to students who are attending remotely from home allows for flexibility should students need to quarantine or wish to change their mode of participation as health and safety conditions evolve. To provide for smooth transitions between phases as necessary, in each of the phases – Red, Yellow or Green - all students at a given level will follow similar schedules regardless of the phase.

Red Phase Description

In the Red Phase, all school buildings will be closed, and students will participate in school virtually. The program will include a blend of live instruction, with some asynchronous instructional activities. The TESD curriculum will be implemented, with both graded assignments and assessments.

Elementary School

For elementary students, during the Red Phase, math and language arts will be delivered through daily live instruction. Other subjects will occur asynchronously. Additionally, teachers will regularly schedule live class meetings that include topics of social emotional well-being, resiliency, connectedness, developmental guidance, bullying prevention and digital citizenship. Support services, such as Reading Support, Math Support, English Language Development, and all related services, for students who require them, will be provided. A variety of benchmark assessments will be administered virtually, as well as ongoing classroom-based assessments. Opportunities will be available for students to check in with core teachers for additional support or clarification as needed.

Middle School

Instruction for middle school students will be primarily live in Reading, English, Math Science, Social Studies, World Languages, and Health. Instruction will occur asynchronously in Art, Music, PE, Tech Ed and FCS. The middle school will run on a block schedule, with 4 longer periods each day instead of the traditional 8 periods. Teachers will regularly schedule live class meetings that include topics of social emotional well-being, resiliency, connectedness, developmental guidance, bullying prevention and digital citizenship. Support services, such as Reading Support, English Language Development, and all related services, for students who require them, will be provided. Additional advisory support opportunities will be available within the schedule. Students will be expected to submit assignments for grades. However, quarterless grading will be implemented, where students receive a final grade for each course, but no separate marking period grades will be given.

High School

At the high school level, the instruction will be primarily live for the majority of the subjects, with exceptions for some elective courses. The high school will run on a block schedule, with 4 longer periods each day instead of the traditional 8 periods. Teachers will design instruction with an emphasis on topics telated to community building. Support services, such as Reading Support, English Language Development, and all related services, for students who require them, will be provided. Students will be expected to submit assignments for grades. However, quarterless grading will be implemented where students receive a final grade for each course, but no separate marking period grades will be given. Additionally, there will be no midterms or final exams.

Yellow/Green Phases Description

During the Yellow and Green Phases, families will be offered two options.

Option 1

Option 1 is an Integrated Instructional Model that combines live, in-person instruction in school buildings with live, broadcasted classroom instruction to the student's home.

- PA Green Phase: Students attend 2x/week
- PA Yellow Phase: Students attend 1x/week

In-school capacity and in-school rotation will be contingent on current color phase, health and safety guidance, and the number of families who opt to participate in in-person instruction. A sample in-school rotation for the Green Phase is outlined below.

Monday	Tuesday	Wednesday	Thursday	Friday
Last Name A-K	Last Name A-K	All Students Virtual	Last Name L-Z	Last Name L-Z

Option 2

Students may choose to remain all virtual. Students will engage in live, broadcasted instruction from the classroom while in their own home, with some asynchronous activities.

Integrated Instructional Model

The Integrated Instructional Model is designed to provide flexibility for movement between inperson and virtual learning, while maintaining the integrity of the TESD instructional program. The instruction provided in school will be live streamed via Microsoft Teams and a web cam in the classroom for students attending virtually. The District has technology infrastructure in place to support TESD's robust academic program through the Integrated Instructional Model. For example, TESD has expanded its 1:1 program to include all grades K-12, with iPads for elementary students and laptops for students in grades 5-12. District network capacity has been evaluated by experts to ensure it has the capability to support increased daily traffic. Faculty and staff are participating in professional development workshops that will prepare them for the Integrated Instructional Model – that is to achieve a shared set of skills in order to design and implement instruction so students' learning can continue seamlessly – whether students are in the classroom or attending virtually.

Yellow/Green Phases: Family Option 1

Families who choose Option 1, where students will be participating in the in-school rotation model, can expect to see some of the following changes to student groupings, interactions and classroom environments.

Physical Space

- Masks/face coverings will be required for all students and staff
- Students will be seated six feet apart facing the same direction to the maximum extent feasible
- Some classroom furniture will be removed to maximize social distancing
- Plexiglass may be installed in some areas of the school as an added precaution

Classroom Instruction and Groupings

- Students will engage in more individual work
- The use of shared materials will be avoided or severely limited

- Students may engage virtually in group work with peers who are attending in person or virtually
- Movement around the classroom will be limited to maximize social distancing
- Teachers will be working with students in-person and virtually at the same time
- At the elementary level, whenever possible, special areas classes will be taught in the students' core classrooms
- Whenever possible, outdoor spaces will be maximized for classes
- The implementation of block scheduling at the middle and high schools provides longer instructional periods to vary teaching methods and provide opportunities for individual practice

Yellow/Green Phases: Family Option 2

All families will have the opportunity to choose Option 2, where students attend school virtually through live, broadcasted classroom instruction, with some asynchronous instructional experiences. Through the Integrated Instructional Model, students in Option 2 will receive the TESD curriculum and will be able to participate virtually in classroom activities and assignments with their classmates.

Elementary School

Elementary students in Option 2 will have daily virtual access to live broadcasted instruction in both Language Arts and Math. In addition, they will be able to participate in regularly scheduled live class meetings. Instruction in other academic subjects and special area classes will primarily be delivered asynchronously. Just as if they were attending school in-person, students will be expected to complete class assignments and will receive feedback and grades for these assignments. A variety of benchmark assessments will be administered virtually, as well as ongoing classroom-based assessments. Students who require support services will receive those services virtually as well.

Middle School

Students attending middle school using Option 2 will receive daily live broadcasted instruction in all core subjects, Health, and World Languages. They will be able to participate in regularly scheduled live class meetings. Special areas subjects will primarily be delivered asynchronously. Students will be expected to complete class assignments and will receive feedback and grades for these assignments. Students will participate in assessments virtually. Students who require support services will receive those services virtually as well.

High School

High school students choosing Option 2 will receive daily live broadcasted instruction in all academic subjects and select elective courses. Other elective courses will be a blend of both synchronous and asynchronous instruction. Students will be expected to complete class assignments and will receive feedback and grades for these assignments. Students will

participate in assessments virtually. Students who require support services will receive those services virtually as well.

Sample Schedules

Elementary School

General Information for All Phases

- Daily Schedule: 9:10AM 3:45PM (AM K: 9:10AM 12:05PM; PM K: 12:50PM 3:45PM)
- Class Meeting: 10-20 minutes each day
- Whole Group ELA: 20-30 minutes maximum each day
- Reading Groups: 60 minutes maximum total each day (adjusted to include three or four reading groups)
- Whole Group Math: 50-60 minutes maximum total each day (grades 1-4), kindergarten 3 times a cycle for 30 minutes maximum
- Support Areas Learning Support, Reading Support, Math Support, English Language Development, Speech, OT, PT, Challenge (Gifted Support). Support Groups will be scheduled via Teams and/or live video feed outside of the times indicated above.

Students Participating Virtually in Red/Yellow/Green Phases

- Math/Language Arts Students at home will participate virtually at the same time as their classmates participating in school
- Social Studies, Science, Special Areas (Art, Music, PE, Library/Media) Students at home will have asynchronous instructional activities posted

Students Participating in Person in Yellow/Green Phases

- Mask breaks provided at times when students can be more than six feet apart
- Recess scheduled daily (twice each day in grades 1-4) without use of shared playground equipment

Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4
Attendance/ Class Meeting	Attendance/ Class Meeting	Attendance/ Class Meeting	Attendance/ Class Meeting	Attendance/ Class Meeting
Language Arts	Language Arts	Language Arts	Special Areas	Math
Recess (Break)	Lunch/Recess	Recess (Break)	Science/ Social Studies	Recess (Break)
Language Arts	Math	Language Arts	Recess (Break)	Student Support Block
Social Studies/ Guidance/ Math	Special Areas	Student Support Block	Math	Special Areas
Special Areas	Science/ Social Studies	Lunch/Recess	Student Support Block	Science/ Social Studies
Student Support Block	Recess (Break)	Math	Lunch/Recess	Language Arts
	Student Support Block	Special Areas	Language Arts	Lunch/Recess
		Science/ Social Studies		Language Arts

Middle School

General Information for all Phases

- Daily Schedule 8:27 AM-3:10 PM
- Students will have 2 or 3 core subjects each day, with the remaining block(s) being Special Areas or Advisory

Students Participating Virtually in Red/Yellow/Green Phases

- Core, Health, World Language Primarily synchronous instruction. Students at home will participate virtually at the same time as their classmates in school
- Special Areas Students at home will have asynchronous instructional activities posted
- Advisory Depending on the planned activities for that day's advisory block, students at home may be required to participate virtually at the designated time, or may use that time to access teachers for virtual support or complete work

Students Participating In-Person in Yellow/Green Phases

- Lunch times staggered in classrooms
- Extended passing time between classes to limit congestion in hallways

Monday	Tuesday
Math	Music
85 Minutes	85 Minutes
Transition	Transition
Spanish	Social Studies
85 Minutes	85 Minutes
Transition	Transition
Advisory	English
85 Minutes	85 Minutes
Transition	Transition
Science	Advisory
85 Minutes	85 Minutes

High School

General Information for All Phases

• Daily Schedule – 7:50AM – 2:50PM

Students Participating Virtually in Red/Yellow/Green Phases

- Most courses will be primarily synchronous. Students at home will participate virtually at the same time as their classmates.
- Physical Education, Co-Curriculars may include some asynchronous instruction.

Students Participating In-Person in Yellow/Green Phases

- Extended time between classes to limit congestion in hallways.
- Free period students will report to either the cafeteria, library or work with a teacher.

	-
Α	В
Geometry	Health
85 Minutes	85 Minutes
Transition	Transition
Spanish	World History
85 Minutes	85 Minutes
Transition	Transition
Study Hall	Lit. Foundations
85 Minutes	85 Minutes
Transition	Transition
Biology	Elective
85 Minutes	85 Minutes

Special Education, Gifted Education, and 504 Plans

Teachers and other applicable staff will continue to provide instruction and related instructional activities and services with appropriate accommodations within the virtual leaning format. Direct Instruction classes will follow the same format as described in each student's IEP. Services will be livestreamed for all students.

Special Education and Gifted Support teachers will collaborate with regular education teachers and other staff as appropriate to communicate directly with parents of students on their caseloads. Families will be contacted regarding delivery of individualized services. Teachers will continue holding IEP, GIEP, and 504 meetings, and families will be invited to participate via the TEAMS platform.

For some groups of students, the District will be offering in-person instruction. This format will begin on or about September 21 and will allow special education students with significant needs to access in-person instruction while the District remains in the virtual option.

For these students, on Monday, Tuesday, Thursday, and Friday, instruction from their special education teachers will occur in person, while they access their regular education teachers virtually. Most related services will also be received in-person on those days. On Wednesdays, students will receive Direct Supported Instruction. Students will attend school and receive adult support while accessing all their teachers virtually. This will enable students to learn the discrete skills needed to access virtual learning to the best of their abilities, while allowing them to come to be more comfortable working with their special education teachers on the virtual platform.

Mental Health and Social/Emotional Support

The psychological health and resilience of our students is very important. In order to address social emotional learning and to foster a sense of connectedness, class meetings/classroom instructional activities will be planned to enhance social emotional learning. School Counselors and Mental Health Specialists will meet with students on an individual or group basis to support our students' emotional and mental health needs in Red, Yellow, or Green phases regardless of virtual or in-person status. Additionally, regularly scheduled school counseling, mental health and health room services will continue in all phases. The developmental school counseling program will also be delivered, including academic, social, emotional, and career development.

Visitors and Volunteers

The involvement of our District visitors and volunteers truly enrich our school environment. We look forward to the day when we can welcome visitors and volunteer back into our schools. In order to meet the pandemic guidelines, visitors will be limited to those that are deemed essential. In accordance with guidance from the Chester County Health Department (CCHD) and the American Academy of Pediatrics (AAP), only visitors providing essential duties (e.g. contractors, delivery staff, etc.) should enter the buildings. Essential parent visits to schools are by appointment only and are limited at this time. All visitors must follow CDC and CCHD symptom screening guidelines. We plan to hold parent meetings, including IEP, GIEP, and 504 meetings, virtually using audio and video.

Gradual Reopening

To begin the 2020-21 school year, all students will start on August 31 with virtual instruction using the Red Phase model. All students will continue to attend school virtually until at least October 12. The second milestone of the reopening will be a transition to Yellow/Green Phase in-person options through an introduction of small groups of students into the schools on a rotating basis for approximately one week. A focus will be on building transition activities for grades K, 5 and 9. After this period of transition, the Yellow/Green Phase, utilizing the Integrated Instruction Model, will be implemented fully. The start date for each step of the reopening will be based on current pandemic conditions and state guidance.

Prior to the end of the all-student virtual instruction period, families will make the choice of transitioning to in-person instruction after October 12 or remaining in the virtual instruction option.

Using a model of gradual reopening provides both educational and health and safety benefits. The phasing of reopening allows time for both staff and students to develop the skills and strategies necessary to be successful in an Integrated Instructional Model. Additionally, the gradual reopening provides a period of time to elapse after potential summer travel could impact student and staff health.





Tredyffrin/Easttown School District Phased School Reopening Health and Safety Plan 2020-2021

Each school entity must create a Health and Safety Plan which will serve as the local guidelines for all instructional and non- instructional school reopening activities. As with all emergency plans, the Health and Safety Plan developed for each school entity should be tailored to the unique needs of each school and should be created in consultation with local health agencies. Given the dynamic nature of the pandemic, each plan should incorporate enough flexibility to adapt to changing conditions. The templates provided in this toolkit can be used to document a school entity's Health and Safety Plan, with a focus on professional learning and communications, to ensure all stakeholders are fully informed and prepared for a local phased reopening of school facilities. A school entity's Health and Safety Plan must be approved by its governing body and posted on the school entity's publicly available website prior to the reopening of school. School entities should also consider whether the adoption of a new policy or the modification of an existing policy is necessary to effectively implement the Health and Safety Plan.

Each school entity should continue to monitor its Health and Safety Plan throughout the year and update as needed. All revisions should be reviewed and approved by the governing body prior to posting on the school entity's public website.

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This resource draws on a resource created by the Council of Chief State School Officers (CCSSO) that is based on official guidance from multiple sources to include: the Centers for Disease Control and Prevention, the White House, American Academy of Pediatrics, Learning Policy Institute, American Enterprise Institute, Rutgers Graduate School of Education, the World Health Organization, the Office of the Prime Minister of Norway as well as the departments of education/health and/or offices of the governor for Idaho, Montana, New York, Texas and Washington, DC.

Health and Safety Plan: Tredyffrin/Easttown School District

All decision-makers should be mindful that as long as there are cases of COVID-19 in the community, there are no strategies that can completely eliminate transmission risk within a school population. The goal is to keep transmission as low as possible to safely continue school activities. All school activities must be informed by <u>Governor Wolf's Process to Reopen Pennsylvania</u>. The administration has categorized reopening into three broad phases: red, yellow, or green. These designations signal how counties and/or regions may begin easing some restrictions on school, work, congregate settings, and social interactions:

- The Red Phase: Schools remain closed for in-person instruction and all instruction must be provided via remote learning, whether using digital or non-digital platforms. Provisions for student services such as school meal programs should continue. Large gatherings are prohibited.
- The Yellow Phase and Green Phase: Schools may provide in-person instruction after developing a written Health and Safety Plan, to be approved by the local governing body (e.g. board of directors/trustees) and posted on the school entity's publicly available website.

Based on your county's current designation (i.e., red, yellow, green) and the best interests of your local community, indicate which type of reopening your LEA has selected by checking the appropriate box in row three of the table below. Use the remainder of the template to document your LEA's plan to bring back students and staff, how you will communicate the type of reopening with stakeholders in your community, and the process for continued monitoring of local health data to assess implications for school operations and potential adjustments throughout the school year.

Depending upon the public health conditions in any county within the Commonwealth, there could be additional actions, orders, or guidance provided by the Pennsylvania Department of Education (PDE) and/or the Pennsylvania Department of Health (DOH) designating the county as being in the red, yellow, or green phase. Some counties may not experience a straight path from a red designation, to a yellow, and then a green designation. Instead, cycling back and forth between less restrictive to more restrictive designations may occur as public health indicators improve or worsen. This means that your school entity should account for changing conditions in your local Health and Safety Plan to ensure fluid transition from more to less restrictive conditions in each of the phase requirements as needed.

Type of Reopening

Key Questions

- How do you plan to bring students and staff back to physical school buildings, particularly if you still need social distancing in place?
- How did you engage stakeholders in the type of re-opening your school entity selected?
- How will you communicate your plan to your local community?
- Once you reopen, what will the decision-making process look like to prompt a school closure or other significant modification to operations?

The Tredyffrin/Easttown School District proposes to start instruction on August 31, 2020 with virtual instruction that is a blend of synchronous, live instruction and asynchronous instruction. Families will have a choice to transition their child to in-person instruction when it resumes or stay with virtual instruction. The earliest that in-person instruction may occur is September 21, 2020. Students attending in-person will participate in an integrated instructional model that is a blend of in-person (i.e. 2 days/week) and remote instruction (i.e. 3 days/week). The number of students in the building, and the number of days each student is in the building will be determined based on current Pennsylvania color phase, guidance on social distancing, gathering size limitations, and number of families that opt to participate in in-person instruction. Secondary students will be scheduled on a block schedule to reduce the number of transitions in hallways and reduce the number of people that students and teachers interact with on a single day.

The District engaged stakeholders in multiple ways. A Distance Learning Survey was administered to parents, secondary students, and teachers to gather feedback. A dedicated email account was created to obtain additional feedback and ideas. Teacher representatives and District administrators collaborated throughout the summer to plan for re-opening. District administrators met with TESD parent representatives to gather input on re-opening. Meetings were held with teachers by level to discuss reopening, receive feedback, and answer questions. Throughout this process, the Pandemic Team monitored guidance from federal, state, and local authorities.

The draft reopening plan was posted on a dedicated page of the district website on July 24, 2020. The District conducted a special Meeting to Present the Reopening Plans on Monday, July 27, 2020. The reopening page included a feedback form that community members used to submit comments or questions. On July 29, 2020 the School Board approved the initial Health & Safety Plan. On August 24, 2020 the Board will take action on these proposed revisions.

The District will monitor federal, state and local authorities in determining school closure or significant modification to operations.

Update of August 24, 2020

This plan has been updated to reflect the following.

Pennsylvania Department of Health guidance of August 13, 2020

Chester County Health Department guidance of August 14, 2020

This plan is broadened to enable the following to occur at the discretion of the School Board while in alignment with guidance from relevant health authorities:

- 1. Use of District facilities by Chester County Intermediate Unit for the Special Education Early Intervention classroom at a designated elementary school.
- 2. Incorporation of transportation for students placed at schools under their special education plan, including Approved Private Schools, Chester County Intermediate Unit schools and centers, and other relevant special education programs
- 3. Provision of in-person instruction and support to special education students as determined by their IEP teams.
- 4. Provision of conducting in-person testing of students during periods of virtual instruction to determine special education eligibility.

The District has collected and reviewed the health and safety plans of the CCIU, Approved Private Schools, and other special education programs to ensure compliance with all applicable health authorities and other guidance.

The special education department is in the process of developing criteria for including students for scaffolded in-person instruction and will conduct IEP team meetings to make recommendations to the students' family.

Based on your county's current designation and local community needs, which type of reopening has your school entity selected?

Total reopen for all students and staff (but some students/families opt for distance learning out of safety/health
concern).

Scaffolded reopening: Some students are engaged in in-person learning, while others are distance learning (i.e., some grade levels in-person, other grade levels remote learning).

- Blended reopening that balances in-person learning and remote learning for all students (i.e., alternating days or weeks).
- X Total remote learning for all students. (Plan should reflect future action steps to be implemented and conditions that would prompt the decision as to when schools will re-open for in-person learning).

Anticipated launch date for in-person learning (i.e., start of blended, scaffolded, or total reopening):

The Chester County Health Department recommends that Chester County public schools begin their academic year virtually, and assess their ability to transition to a more in-person instructional model after October 9, 2020.

The District will begin August 31, 2020 with all virtual instruction.

Identified students receiving special education services may begin in-person instruction on September 21, 2020. The earliest that all other students may begin in-person instruction is after October 9, 2020.

Pandemic Coordinator/Team

Each school entity is required to identify a pandemic coordinator and/or pandemic team with defined roles and responsibilities for health and safety preparedness and response planning during the phased reopening of schools. The pandemic coordinator and team will be responsible for facilitating the local planning process, monitoring implementation of your local Health and Safety Plan, and continued monitoring of local health data to assess implications for school operations and potential adjustments to the Health and Safety Plan throughout the school year. To ensure a comprehensive plan that reflects the considerations and needs of every stakeholder in the local education community, LEAs are encouraged to establish a pandemic team to support the pandemic coordinator. Inclusion of a diverse group of stakeholders is critical to the success of planning and implementation. LEAs are highly encouraged to make extra effort to engage representatives from every stakeholder group (i.e., administrators, teachers, support staff, students, families, community health official or other partners), with a special focus on ensuring that the voices of underrepresented and historically marginalized stakeholder groups are prioritized. In the table below, identify the individual who will serve as the pandemic coordinator and the stakeholder group they represent in the row marked "Pandemic Coordinator". For each additional pandemic team member, enter the individual's name, stakeholder group they represent, and the specific role they will play in planning and implementation of your local Health and Safety Plan by entering one of the following under "Pandemic Team Roles and Responsibilities":

- Health and Safety Plan Development: Individual will play a role in drafting the enclosed Health and Safety Plan
- Pandemic Crisis Response Team: Individual will play a role in within-year decision making regarding response efforts in the event of a confirmed positive case or exposure among staff and students; or
- Both (Plan Development and Response Team): Individual will play a role in drafting the plan and within-year decision making regarding response efforts in the event of confirmed positive case.

Individual(s)	Stakeholder Group Represented	Pandemic Team Roles and Responsibilities (Options Above)		
Pandemic Team				
Dr. Richard Gusick	Superintendent of Schools	Both		
Dr. Chris Groppe	Pandemic Coordinator	Both		

Mr. Mark Cataldi	School Board and Principals Liaison	Both
		Dotti
Mrs. Chris Connolly	Communications	Both
Mr. Art McDonnell	Operations & Facilities	Both
Ms. Jeanne Pocalyko	Director of Human Resources	Both
Dr. Mike Szymendera	Technology Implementation	Both
Dr. Oscar Torres	Equity Monitoring & Community Liaison	Both
Dr. Wendy Towle	Instructional Plan development	Both
Dr. Ellen Turk	School Safety & Security Coordinator	Both
	Other T/ESD Pe	rsonnel
Mrs. Jeanne Braun	Volunteer Services Coordinator	
Mrs. Karen Henry Transportation Manager		
Mrs. Barb Kupp	Certified School Nurse, District Nurse Coordinator	
Mr. Kevin Pechin	Athletic Director	
Mr. Dave Preston Food Services Supervisor		
Ms. Nicole Roy Acting Director of Special Education		

Chester County Health Department				
Jeanne Casner, MPH, PMP	Director, Chester County Department of Health	Health & Safety Plan Development		
	Tredyffrin/Easttown Education	n Association (TEEA)		
Amy Alvarez, Teacher	Ali Brazunas, Special Education Teacher	Shari Capriola, Teacher		
Leigh Ann Coary, School Nurse	Seth Dixon, Teacher	Jeremy Hampton, Teacher		
Travis Hartley, Teacher	John Jones, Teacher	Lisa Lukens, Technology Teacher on Assignment		
Dan McDermott, School Counselor	Laine Rothe, Special Education Teacher	Jen Tyrell, Teacher		
Michael Wong, School Librarian				
	Parent Represe	ntatives		
Ghada Bistanji	Lisa Caristan	Kim Cuthbert		
Katrina Hottenstein	Tracy Johnson	Dan Keesey		
Tereza Keohane	Amy Lange	Joann Mayo		
Marisol Perez	Kate Miller	Cindy Mott		
Stacey Pellegrini	Rashika Senapathy	April Thomas		
Fran Walish	Deana Wang	Rongjun Yao		
Kim Zahlaway	Dana Zdancewicz			

Key Strategies, Policies, and Procedures

Once your LEA has determined the type of reopening that is best for your local community and established a pandemic coordinator and/or pandemic team, use the action plan templates on the following pages to create a thorough plan for each of the requirements outlined in the Pennsylvania Department of Education's Preliminary Guidance for Phased Reopening of PreK-12 Schools.

For each domain of the Health and Safety Plan, draft a detailed summary describing the key strategies, policies, and procedures your LEA will employ to satisfy the requirements of the domain. The domain summary will serve as the public-facing description of the efforts your LEA will take to ensure health and safety of every stakeholder in your local education community. Thus, the summary should be focused on the key information that staff, students, and families will require to clearly understand your local plan for the phased reopening of schools. You can use the key questions to guide your domain summary.

For each requirement within each domain, document the following:

- Action Steps under Yellow Phase: Identify the discrete action steps required to prepare for and implement the requirement under the guidelines outlined for counties in yellow. List the discrete action steps for each requirement in sequential order.
- Action Steps under Green Phase: Identify the specific adjustments the LEA or school will make to the requirement during the time period the county is designated as green. If implementation of the requirement will be the same regardless of county designation, then type "same as Yellow" in this cell.
- Lead Individual and Position: List the person(s) responsible for ensuring the action steps are fully planned and the school system is prepared for effective implementation.
- Materials, Resources, and/or Supports Needed: List any materials, resources, or support required to implement the requirement.
- **Professional Development (PD) Required:** In order to implement this requirement effectively, will staff, students, families, or other stakeholders require professional development?

In the following tables, an asterisk (*) denotes a mandatory element of the plan. All other requirements are highly encouraged to the extent possible.

Cleaning, Sanitizing, Disinfecting, and Ventilation

Key Questions

- How will you ensure the building is cleaned and ready to safely welcome staff and students?
- How will you procure adequate disinfection supplies meeting OSHA and <u>CDC requirements for COVID-19</u>?
- How often will you implement cleaning, sanitation, disinfecting, and ventilation protocols/procedures to maintain staff and student safety?
- What protocols will you put in place to clean and disinfect throughout an individual school day?
- Which stakeholders will be trained on cleaning, sanitizing, disinfecting, and ventilation protocols? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

- All District buildings will be cleaned and ready to safely welcome staff and students. District custodial staff are implementing cleaning protocols consistent with the CDC requirements, including the use of disinfectants registered by the EPA as effective against Covid-19.
- Supplies for disinfecting the buildings will be procured through the purchasing office. Bus contractors will disinfect the buses. Only supplies that meet the requirements of the CDC, OSHA, and EPA will be procured.
- Cleaning of frequently touched surfaces and spaces will occur at least daily/throughout the school day. Restrooms will be
 cleaned several times per day. In addition, supplies of cleaners and paper towels will be in numerous locations in each
 building for staff to use.
- District HVAC systems are designed to meet the ASHRAE mechanical code standards and the IMC code requirements. In general, ASHRAE recommends a system that maximizes bringing outside air to a space, while keeping the windows closed.
- Custodial staff have been trained on all cleaning procedures and there will be ongoing reminders on proper protocols.

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Cleaning, sanitizing, disinfecting, and ventilating learning spaces, surfaces, and any other areas used by students (i.e., restrooms, drinking fountains, hallways, and transportation)	service. Cleaning standards and shared with these vendors. This each run. Frequently touched surfaces and be cleaned at least daily. Nursing suites will be cleaned at Student desks will be disinfected. Restrooms will be cleaned frequenterior doors will be left open to touching of door handles. In addition to the cleaning condinaterials will be available for othe school day. Sharing of equipment such as keep limited to fullest extent feasible before and after using any share should be cleaned before and a computer equipment, all studentindividual iPad for use, and studiaptop provided to them by the Instance of the students of t	d at least daily. Jently throughout the school day. In fullest extent possible to eliminate outled by custodial staff, cleaning her staff to use throughout the eyboards, tools, or art supplies will ble. Users will clean their hands and equipment. Shared equipment fiter use. To reduce shared to in grades K-4 will have an elents in grades 5-12 will have a District. be used to clean surfaces that are sees, carpets or floors, unless health authorities. when disinfectants are used. It to participate in disinfecting of ailable for use. Students and staff	Business Manager & Building Administrator	Cleaning supplies that meet the identified requirements.	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Other cleaning, sanitizing, disinfecting, and ventilation practices	 CDC, EPA and OSHA requirement of Custodial staff have been trained provide regular refresher training. District HVAC systems have been society of Heating, Refrigerating (ASHRAE) and International Ment for the exchange of outside air at a surface efficiency of this process windows will be opened, i.e., if the District will monitor operation as needed in cleaning, sanitizing. Hand sanitizer will be available in where sinks are not available. If someone in the building developositive for Covid-19: the building does not not go if an entire class/cohort room/area and wait as leadisinfect. Wait at least 2 disinfecting. If not feasily seven days have passed affected area, cleaning of the feature class/cohort is referred. 	d in proper cleaning protocols and g. en balanced to meet American g and Air Conditioning Engineers chanical Code (IMC) requirements and ventilation. indows should remain closed to s. There may be situations in which directed by the health authorities. anal guidance and adjust practices g, disinfecting, and ventilation. In common areas and classrooms ops Covid-19 symptoms, or tests end to be evacuated is sent home, close off the long as possible to clean and the long, wait as long as possible. If it disince the individual was in the	Business Manager	N/A	Y

Social Distancing and Other Safety Protocols

Key Questions

- How will classrooms/learning spaces be organized to mitigate spread?
- How will you group students with staff to limit the number of individuals who come into contact with each other throughout the school day?
- What policies and procedures will govern use of other communal spaces within the school building?
- How will you utilize outdoor space to help meet social distancing needs?
- What hygiene routines will be implemented throughout the school day?
- How will you adjust student transportation to meet social distancing requirements?
- What visitor and volunteer policies will you implement to mitigate spread?
- Will any of these social distancing and other safety protocols differ based on age and/or grade ranges?
- Which stakeholders will be trained on social distancing and other safety protocols? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

Overview of the District's educational plan:

- The District aims to both provide rigorous, high quality instruction through a flexible structure to maximize adherence to public health demands, in an equitable manner.
- The District will open on August 31, 2020, with full virtual instruction for at least the first three weeks of school. There will be a combination of synchronous and asynchronous instruction. Special education students may receive instruction in-person after September 21 as determined by student IEP team. The earliest that all other students may receive instruction in-person is after October 9, 2020. In addition, parents will be given the option to transition to in-person instruction or continue with all virtual instruction.
- In both Yellow and Green, families may choose to have their child access virtual instruction for all classes or go to school for in-person instruction.

> In-school capacity and in-school rotation to be determined based on current color phase, guidance on social distancing, gathering size limitations, and number of families that opt to participate in in-person instruction.

Additional information specific to the Key Questions:

Classrooms and learning spaces will be arranged to allow for 6 feet of social distance in all instructional settings. The use of communal spaces will be limited. Secondary level students will not use lockers, and upon arrival should report directly to their first class. Students will primarily eat lunch in classrooms. Steps will be taken to ensure the health and safety of students with food allergies. Outdoor spaces will be utilized for gym and other class as able due to weather and curriculum. As schools reopen, the District will provide training opportunities for students and families regarding hygiene, masking, social distancing, and symptom screenings. Throughout the day there will be socially distanced handwashing breaks for students. In particular, in accordance with PDE guidance students will wash hands as they arrive at schools and prior to and after lunch. In order to accommodate social distancing on buses, as per PDE and health department guidance no more than two students will be seated together. All bus seats will be assigned and whenever possible household members will be seated together. Buses will be disinfected between each bus run. Visitors will be limited to those that are deemed essential as per state and county health and safety guidelines. The District will complete on-site symptom and temperature screenings of essential visitors prior to entry. Virtual trainings regarding COVID-19 guidelines (symptom screening, hygiene, social distancing, and masking) will be completed with parents, students, and District staff.

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Classroom/ learning space occupancy that allows for 6 feet of separation among students and staff throughout the day, to the maximum extent feasible	In both Yellow and Green, families maccess virtual instruction for all class instruction. In-school capacity and in-school rota current color phase, guidance on socilimitations, and number of families the in-person instruction. Classrooms and learning spaces will spacing between students, with desk maximum extent feasible. Adults will maintain a distance of at least maximum extent feasible. Staff will maintain at least 6 feet from when not disruptive to the educations.	tion to be determined based on itial distancing, gathering size at opt to participate in be arranged to enable 6 feet of s facing the same direction, to the east 6 feet from other adults to the student, whenever possible and	Building administrator	NA	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Restricting the use of cafeterias and other congregate settings, and serving meals in alternate settings such as classrooms	Students will primarily eat lunch in the used it will only be with groups that conditions or meet other current criter PADOH. If possible, outdoor spaces Meals purchased in school will be incompleted will not offer all carte, salad bar, or such a proper hygiene will be encouraged for eating their meal. Congregating in shared spaces such other settings is strongly discouraged Schools may place additional limits of brought into the building or classroom individual student health needs, 504	an adequately engage in social ria as defined by PDE and will be used. dividually packaged. The cafeteria similar options. or all students and staff before as the lobby, faculty lounge or d. on foods with allergens being in to ensure compliance with	Building administrator	NA	N
* Hygiene practices for students and staff including the manner and frequency of hand-washing and other best practices	The District has and will continue to parents an will provide information to parents an practices that promote schoolwide he materials provided by accepted publi World Health Organization, Centers for Pennsylvania Department of Health.	d students regarding hygiene ealth and safety. Training will use c health authorities including the	District Safety Coordinator	Signage and posters	Y

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs	Communicating the key components of Covid-19 will be done in different f members of the school community. Communication will stress social dist screening, hygiene practices, and the Signage has been posted in highly ventrances and other locations. Signs primary source of the signs will be from	ancing, face coverings, symptome obligation to stay home if ill.	District Safety Coordinator, Building Administrator	Signs	N
* Identifying and restricting non- essential visitors and volunteers	In accordance with guidance from the Department and the American Associated providing essential duties (e.g. contraenter the building. Essential parent visits to schools will limited. Parent meetings will be held audio. The District will complete on-site synof essential visitors prior to entry. All visitors will wear a face covering a	ciation of Pediatricians, only visitors actors, delivery staff, etc.) should be by appointment only and will be virtually, using both video and appropriate an	District Safety Coordinator, Building Administrator	State and Local Health Authorities	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Handling sporting activities for recess and physical education classes consistent with the CDC Considerations for Youth Sports	PE will occur using social distancing whenever possible. Sharing of items Recess will occur outdoors to the mainclude reinforcement of social distant PA Sports Guidance: https://www.go.guidance/ Chester County Health Department of https://www.chesco.org/Documento Sports-in-Green-COVID-Phase?bid	will be discouraged. eximum extent feasible and will noting norms and personal hygiene. vernor.pa.gov/covid-19/sports- ethletic guidance: Center/View/55626/Organized-	Building administrator	NA	N
Limiting the sharing of materials among students	Sharing of materials will be minimize be obtained to extent possible. Hygic encouraged when materials or equip will be sanitized between users. To reduce the sharing of technology, device (iPad or laptop) for use in all p	ene practices will be strongly ment is shared. Shared materials all students will have a personal	Building administrator	Identified by building administrator	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Staggering the use of communal spaces and hallways	Bell schedules will be lengthened to increase passing time. In addition, to minimize students in the hallways, a block schedule will be implemented at the secondary level. Protocols and signage to manage traffic patterns throughout the building. Lockers will no longer be used at the secondary level.		Building administrator	Signs	N
Adjusting transportation schedules and practices to create social distance between students	Students are required to wear face the bus. Bus drivers must wear face coverin are on the bus unless it compromis Buses must be disinfected after each	n of two students per seat. Students ether. covering (mask or shield) while on g (mask or shield) whenever others es the visual acuity of the driver. ch run and thoroughly cleaned daily. per schools. Transportation vendors lith and safety plans to ensure	Business Manager, Transportation Supervisor	NA	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Limiting the number of individuals in classrooms and other learning spaces, and interactions between groups of students	In both Yellow and Green, families may choose to have their child access virtual instruction for all classes or go to school for in-person instruction. In-school capacity and in-school rotation to be determined based on current color phase, guidance on social distancing, gathering size limitations, and number of families that opt to participate in in-person instruction. Classrooms and learning spaces will be arranged to enable 6 feet of spacing between students.		Building administrator	NA	N
Coordinating with local childcare regarding on site care, transportation protocol changes and, when possible, revised hours of operation or modified schoolyear calendars			Community Liaison & Business Manager	NA	N
Other social distancing and safety practices	In addition to the items described about plexiglass will be used in higher traffi main office.		Business Manager	NA	N

Monitoring Student and Staff Health

Key Questions

- How will you monitor students, staff, and others who interact with each other to ensure they are healthy and not exhibiting signs of illness?
- Where, to whom, when, and how frequently will the monitoring take place (e.g. parent or child report from home or upon arrival to school)?
- What is the policy for quarantine or isolation if a staff, student, or other member of the school community becomes ill or has been exposed to an individual confirmed positive for COVID-19?
- Which staff will be responsible for making decisions regarding quarantine or isolation requirements of staff or students?
- What conditions will a staff or student confirmed to have COVID-19 need to meet to safely return to school? How will you accommodate staff who are unable to uncomfortable to return?
- How will you determine which students are willing/able to return? How will you accommodate students who are unable or uncomfortable to return?
- When and how will families be notified of confirmed staff or student illness or exposure and resulting changes to the local Health and Safety Plan?
- Which stakeholders will be trained on protocols for monitoring student and staff health? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

Overview:

The District has and will continue to communicate regularly to staff and will communicate to students, the importance of staying home if sick, and other safety protocols. All staff and students reporting to a building will be required to complete a daily symptom check and affirm they are symptom free.

 Anyone entering the building must be considered free of any symptoms as outlined in the then current guidance provided by the Chester County Health Department. Staff and students must daily complete an affirmation that they are symptom free. Supervisors will monitor daily reporting for staff. Principals will monitor daily student reporting. Those who are not symptom free will not be permitted on campus.

Staff and students must wear a mask and practice social distancing, diligent hygiene, and any other directives in the then current guidance provided by the Chester County Health Department.

- Individuals who become ill or who have been exposed to an individual confirmed positive for COVID-19 will be isolated or quarantined as per the guidance from the Chester County Health Department.
- The District will follow the guidance of the Chester County Health Department when determining quarantine or isolation of students and staff. The Pandemic Coordinator will be responsible for making decisions regarding quarantine or isolation for students, and the Director of Human Resources will be responsible for making decisions regarding quarantine or isolation for staff. All information will be submitted to the Chester County Health Department as needed so that contact tracing may occur.
- Staff and students confirmed to have had COVID-19 must submit a doctor's note indicating that they have met the CDC criteria for discontinuing home isolation and returning to work/school.
- Each school building will designate an isolation room/area, and a quarantine room/area. These are spaces separate from the existing nurse's office. The isolation room/area is for students exhibiting Covid-19-like symptoms while they await travel home or to a healthcare provider. The quarantine room/area is for anyone exposed to person with Covid-19-like symptoms, to be used while they await travel home or to a healthcare provider.

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Monitoring students and staff for symptoms and history of exposure	All staff will sign in daily affirming the thermometer is available in each but Students/parents will submit a daily school is symptom free. A contact-lebuilding if needed. If a staff member has symptoms, the contact their health care provider an will contact the Director of Human R employee, the Chester County Depairstitute any necessary precautional.	compliance with the PA County Health Department guidance. By are symptom-free. A contact-less silding if needed. affirmation that the child entering less thermometer is available in each less will need to stay or go home and do their supervisor. The supervisor lesources who will contact the leartment of Health as needed, and many measures. Introduction of the supervisor less the leartment of	Students: School Safety Coordinator Staff: Director of Human Resources	N	Y

* Isolating or
quarantining
students, staff, or
visitors if they
become sick or
demonstrate a
history of
exposure

Each school building will designate an isolation room/area, and a quarantine room/area. These are spaces separate from the existing nurse's office.

The isolation room/area is for students exhibiting Covid-19-like symptoms while they await travel home or to a healthcare provider. The isolation room should be positioned near an exit that is separate from the main entrance/exit for ease of leaving the school. Isolation room doors should remain shut at all time. Any individual support the isolation room/area should enter with full Covid-19 PPE, to include eye protection, gloves, gowns; upon exiting the room, the PPE should be taken off.

The quarantine room/area is for anyone exposed to person with Covid-19-like symptoms, to be used while they await travel home or to a healthcare provider. Any individual supporting the quarantine room/area should be required to wear a face covering while in the room. If an entire classroom needs the quarantine room/area, the class should remain in the regular classroom as a temporary quarantine room.

Any probable or confirmed cases will be reported to the Chester County Health Department.

The school will maintain adequate personal protective equipment for use when individuals become ill, including gowns, masks, eye protection, and gloves.

The area(s) used by the sick person will be closed off immediately, and not used until it can be cleaned and disinfected as follows:

If someone in the building develops Covid-19 symptoms, or tests positive for Covid-19:

the building does not need to be evacuated

Pandemic
Coordinator and
Safety Coordinator

PPE

N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
	If an entire class/cohort is sent home, close off the room/area and wait as long as possible to clean and disinfect. Wait at least 24 hours before cleaning and disinfecting. If not feasible, wait as long as possible. If seven days have passed since the individual was in the affected area, cleaning is not needed.				
	If entire class/cohort is not sent home and follow up with disinfection at the				
	The person will be provided with guidance for self-isolation at home and the guidelines for returning to school, as directed by the Chester County Health Department.				
	If an individual requires transportatio alert the ambulance and hospital sta 19.				
	The building administrator will inform anyone becomes sick while at school Resources as applicable.	•			
* Returning isolated or quarantined staff, students, or visitors to school	Before returning to school, staff and quarantined must provide medical do the requirements for return to school Chester County Health Department.	ocumentation that they have met	Pandemic Coordinator and Safety Coordinator	NA	N
	The District will follow the most curre School Requirements" published by Department.				

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Notifying staff, families, and the public of school closures and within-school-year changes in safety protocols			Pandemic Coordinator	NA	N
Other monitoring and screening practices	Student Emotional Wellness: District professional staff will be alert to student social, emotional, and behavioral health. TESD Staff Emotional Wellness: District staff will be alert to staff social, emotional, and behavioral health		District Professional Staff District Administration and Staff	Student Intervention and Child Study Teams, Student Assistance Programs District Resilience Initiative and Trauma- Informed Approaches Employee Assistance Program	No No

The tables below have been developed by the Pennsylvania Department of Health and Chester County Health Department, and are presented for informational purposes. In the event of a confirmed positive Covid-19 case, the District will contact the Chester County Health Department to seek and follow their guidance.

1—identify Level of Community Transmission in the County. Use the Early Warning Monitoring Site. Early Warning Site:

https://www.health.pa.gov/topics/disease/coronavirus/Pages/Monitoring-Dashboard.aspx

Level of Community Transmission in the County	Incidence Rate per 100,000 Residents (Most Recent 7 Days)	AND/OR	PCR Percent Positivity (Most Recent 7 Days)	Recommended Instructional Models
Low	<10	AND	<5%	Full in-person Model
				OR
				Blended Learning Model
Moderate	10 to <100	OR	5% to <10%	Blended Learning Model
				OR
				Full Remote Learning Model
Substantial	≥100	OR	≥10%	Full Remote Learning Model

(As of August 21, 2020, Chester County is in the Moderate band for Level of Community Transmission)

Step 2: Potential responses

Level of Community Transmission in the County	Number of Cases of COVID-19 Within a 14- day period:	Number of Cases of COVID-19 Within a 14- day period:	Number of Cases of COVID-19 Within a 14- day period:	
1 student or 1 staff		2-4 students/staff in same school building OR <5% of total number of students/staff in a school building are cases OR Multiple school buildings with individual cases who are not household contacts	5+ students/staff in same school building OR ≥5% of total number of students/ staff in a school building are cases OR Multiple school buildings with 2-4 cases who are not household contacts	
Low	 School does not need to close Clean area(s) where case spent time Public health staff will direct close contacts to quarantine 	 Close school(s) for 3-5 days* Clean area(s) where cases spent time Public health staff will direct close contacts to quarantine 	 Close school(s) for 14 days* Clean entire school(s) Public health staff will direct close contacts to quarantine 	
Moderate	 School does not need to close Clean area(s) where case spent time Public health staff will direct close contacts to quarantine 	 Close school(s) for 5-7 days* Clean area(s) where cases spent time Public health staff will direct close contacts to quarantine 	 Close school(s) for 14 days* Clean entire school(s) Public health staff will direct close contacts to quarantine 	
Substantial	DOH and PDE recommend a Full Remote Learning Model for all schools in counties with substantial level of community transmission	DOH and PDE recommend a Full Remote Learning Model for all schools in counties with substantial level of community transmission	DOH and PDE recommend a Full Remote Learning Model for all schools in counties with substantial level of community transmission	

*When an entire school is recommended to close, lengths of closure time will vary by level of community transmission and number of cases. This allows public health staff the necessary time to complete case investigations and contact tracing, and to provide schools with other appropriate public health advice like cleaning and disinfecting.

This table is presented for information purposes and was developed by Chester County Health Department (June 19, 2020) to describe when a student or staff member may be excluded from school, and the conditions for return to school.

Scenario	Exclude From School	Return to School After
#1 – No Symptoms	No	Not applicable
#2 – COVID-19 Symptoms	Yes	Individual should be tested for COVID-19.
		 If test result is <u>negative</u>, return to school 3 days after symptoms are no longer present. If test result is <u>positive</u>, follow return to school guidance for scenario #3.
#3 – Positive COVID- 19 PCR Test <u>with</u> Symptoms	Yes	 ✓ 3 days with no fever and ✓ improvement in symptoms and ✓ 10 days since symptoms first appeared
#4 – Positive COVID- 19 PCR Test	Yes	10 days after the PCR test was collected
<u>without</u> Symptoms		> If symptoms develop during 10 days, follow return to school guidance for scenario #3.
#5 – Close Contact with Symptoms	Yes	Individual should be tested for COVID-19.
		If test result is <u>negative</u> , return to school 14 days after last exposure to the person with COVID-19 and symptoms have resolved.

Requirements	Action Steps under Yellow Pha	Action Steps se under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
	>	If test result is <u>positive</u> , follow return to so	chool guidance for scenario	#3.	
#6 – Close Contact of COVID-19 without Symptoms		14 days after the date of last exposure to the person with COVID-19 > If symptoms develop during 14 days, follow return to school guidance for scenario #5.			

Other Considerations for Students and Staff

Key Questions

- What is the local policy/procedure regarding face coverings for staff? What is the policy/procedure for students?
- What special protocols will you implement to protect students and staff at higher risk for severe illness?
- How will you ensure enough substitute teachers are prepared in the event of staff illness?
- How will the LEA strategically deploy instructional and non-instructional staff to ensure all students have access to quality learning opportunities, as well as supports for social emotional wellness at school and at home?

Summary of Responses to Key Questions:

• Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020, and August 17, 2020 anyone on the premises is obligated to wear a mask or face covering. The District will continue to monitor guidance and directives from the Pennsylvania Department of Health.

- Families of students at higher risk should contact the school nurse to discuss the development of an Individual Health Plan. The school may also follow the protocol for 504 Plan Eligibility and special education eligibility. Staff who are at higher risk should contact the Director of Human Resources so their specific circumstances can be reviewed. Additional safety equipment, safety protocols, and other accommodations may be provided depending upon the circumstances.
- The District is working with our substitute and aide/paraprofessional vendors to secure additional staff to support the instructional program and the safety guidelines.
- The District has developed a model of programming which incorporates both virtual and in-person instruction for grades K-12, the use of a block schedule at the secondary level, and the inclusion of social emotional wellness instruction and support into the school day for all students.

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Protecting students and staff at higher risk for severe illness	individual students for in-person ins Staff working with students with IEP distancing is not possible will have a Face 'upshields' can be used instea student needs to see the adult's mo impairments.	ridual Health Plan. The school will Eligibility and special education stact the Director of Human circumstances. And an environments where social additional PPE for use. And of face coverings when the auth/lips, e.g. those with hearing the series of th	Building Principal	N/A	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Use of face coverings (masks or face shields) by all staff	Face coverings for anyone on District the Pennsylvania Department of Headugust 17, 2020 anyone on the prenface covering. The District will continuous from the Pennsylvania Define District will also make available barriers such as plexiglass shields (bused in classrooms. Shields such as be available.	alth. As of July 24, 2020, and nises is obligated to wear a mask or the to monitor guidance and partment of Health. face shields for teachers. Physical both installed and flexible) will be	Building Principal	NA	N
* Use of face coverings (masks or face shields) by all students	Face coverings for anyone on District the Pennsylvania Department of Heathe premises is obligated to wear a rewill continue to monitor guidance and Department of Health. Physical barriers such as plexiglass will be used in classrooms. Students a portable 'sneeze' guard shield for the alth regarding mask breaks: - eating or drinking when spaced at a subject to the alth regarding a face covering creation operate equipment or execute a task at least 6 feet apart during 'face-could minutes.	alth. As of July 24, 2020, anyone on mask or face covering. The District directives from the Pennsylvania shields (both installed and flexible) not able to wear a mask shall have their desk. In the Pennsylvania Department of the Pennsylvania Department of the san unsafe condition in which to c; or,	Building Principal	NA	N

Requirements	Action Steps under Yellow Phase	Action Steps under Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Unique safety protocols for students with complex needs or other vulnerable individuals	Students with complex or low-incident their IEP or 504 Plan updated to ensure District may request medical docume provided by the child's treating physical Medically fragile students and staff as have a daily symptom screening at some Staff with complex needs should contract the students are senting at some staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with complex needs should contract the students are staff with staf	ure access to instruction. The entation and other information be cian(s). ssigned to those students should chool. tact the Director of Human	Building Principal	NA	N
Strategic deployment of staff	District has developed a model of provirtual and in-person instruction for grace schedule at the secondary level, and wellness instruction and support into	rades K-12, the use of a block the inclusion of social emotional	Building Principal	NA	N

Health and Safety Plan Professional Development

The success of your plan for a healthy and safe reopening requires all stakeholders to be prepared with the necessary knowledge and skills to implement the plan as intended. For each item that requires professional development, document the following components of your professional learning plan.

- **Topic:** List the content on which the professional development will focus.
- Audience: List the stakeholder group(s) who will participate in the professional learning activity.
- Lead Person and Position: List the person or organization that will provide the professional learning.
- Session Format: List the strategy/format that will be utilized to facilitate participant learning.
- Materials, Resources, and or Supports Needed: List any materials, resources, or support required to implement the
 requirement.
- Start Date: Enter the date on which the first professional learning activity for the topic will be offered.

• Completion Date: Enter the date on which the last professional learning activity for the topic will be offered.

Topic	Audience	Lead Person and Position	Session Format	Materials, Resources, and or Supports Needed	Start Date	Completion Date
Health and safety protocols	All employees	Pandemic Coordinator, Safety Coordinator	Virtual	Presentation	8/1/2020	Ongoing
Health and safety protocols	Students by level	Building principal and building nurse	Virtual and in- person	Presentation	9/21/2020	Ongoing
Health and safety protocols	Parents	Pandemic Coordinator, Safety Coordinator	Virtual	Presentation	8/1/2020	ongoing
Health and Safety Protocols	All staff and employees	Pandemic Coordinator, Safety Coordinator	Virtual	Presentation	8/24/2020	Ongoing

Health and Safety Plan Communications

Timely and effective family and caregiver communication about health and safety protocols and schedules will be critical. Schools should be particularly mindful that frequent communications are accessible in non-English languages and to all caregivers (this is particularly important for children residing with grandparents or other kin or foster caregivers). Additionally, LEAs should establish and maintain ongoing communication with local and state authorities to determine current mitigation levels in your community.

Topic	Audience	Lead Person and Position	Mode of Communications	Start Date	Completion Date
June 12: Pandemic Team announcement, status of planning and PDE guidance information June 26 – Pandemic planning update July 20 – Pandemic planning update, new guidance from PDE and PADOH, dates of public meetings	Community	Pandemic Coordinator & Communications Coordinator	Email and website postings	6/12/2020	Ongoing
Athletic plan presentation	Athletes & Parents	Pandemic Coordinator, Athletic Director, Safety Coordinator	Virtual meeting, recording shared with families	6/30/2020	Ongoing
Re-Opening TESD page	Families & Community	Communications Coordinator	Website postings	7/24/2020	Ongoing
Proposed Re-Opening Plan Presentation	Families & community	District	Virtual presentation	7/27/2020	7/27/2020
Updated Health and Safety Plan	Families & community	District	Virtual presentation	8/24/2020	8/24/2020

Health and Safety Plan Summary: Tredyffrin/Easttown School District

Anticipated Launch Date: August 31, 2020

Use these summary tables to provide your local education community with a detailed overview of your Health and Safety Plan. LEAs are required to post this summary on their website. To complete the summary, copy and paste the domain summaries from the Health and Safety Plan tables above.

Facilities Cleaning, Sanitizing, Disinfecting and Ventilation

Requirement(s)	Strategies, Policies and Procedures
* Cleaning, sanitizing, disinfecting, and ventilating learning spaces, surfaces, and any other areas used by students (i.e., restrooms, drinking fountains, hallways, and transportation)	 School buses will be cleaned by the bus companies providing this service. Cleaning standards and requirements for materials will be shared with these vendors. This includes disinfecting buses after each run. Frequently touched surfaces and objects in the school building will be cleaned at least daily. Nursing suites will be cleaned and sanitized at least daily. Student desks will be disinfected at least daily. Restrooms will be cleaned frequently throughout the school day. Interior doors will be left open to fullest extent possible to eliminate touching of door handles. In addition to the cleaning conducted by custodial staff, cleaning materials will be available for other staff to use throughout the school day. Sharing of equipment such as keyboards, tools, or art supplies will be limited to fullest extent feasible. Users will clean their hands before and after using any shared equipment. Shared equipment should be cleaned before and after use. To reduce shared computer equipment, all students in grades K-4 will have an individual iPad for use, and students in grades 5-12 will have a laptop provided to them by the District.

Requiremen	†/ C \
ricquii cilicii	L(3/

Strategies, Policies and Procedures

Social Distancing and Other Safety Protocols

Requirement(s)

- * Classroom/learning space occupancy that allows for 6 feet of separation among students and staff throughout the day, to the maximum extent feasible
- * Restricting the use of cafeterias and other congregate settings, and serving meals in alternate settings such as classrooms
- * Hygiene practices for students and staff including the manner and frequency of handwashing and other best practices
- * Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs
- * Handling sporting activities consistent with the CDC Considerations for Youth Sports for recess and physical education classes

Limiting the sharing of materials among students

Staggering the use of communal spaces and hallways

Strategies, Policies and Procedures

In both Yellow and Green, families may choose to have their child access virtual instruction for all classes, or go to school for in-person instruction.

In-school capacity and in-school rotation to be determined based on current color phase, guidance on social distancing, gathering size limitations, and number of families that opt to participate in in-person instruction.

Classrooms and learning spaces will be arranged to enable 6 feet of spacing between students, with desks facing the same direction, to the maximum extent feasible.

Adults will maintain a distance of at least 6 feet from other adults to the maximum extent feasible.

Staff will maintain at least 6 feet from student, whenever possible and when not disruptive to the educational process.

Students will primarily eat lunch in their classrooms. If the cafeterias are used it will only be with groups that can adequately engage in social distancing or meet other current criteria as defined by PDE and PADOH. If possible, outdoor spaces will be used.

Meals purchased in school will be individually packaged. The cafeteria will not offer ala carte, salad bar, or similar options.

Proper hygiene will be encouraged for all students and staff before eating their meal.

Requirement(s)

Adjusting transportation schedules and practices to create social distance between students

Limiting the number of individuals in classrooms and other learning spaces, and interactions between groups of students

Coordinating with local childcare regarding on site care, transportation protocol changes and, when possible, revised hours of operation or modified school-year calendars

Other social distancing and safety practices

Strategies, Policies and Procedures

Congregating in shared spaces such as the lobby, faculty lounge or other settings is strongly discouraged.

Schools may place additional limits on foods with allergens being brought into the building or classroom to ensure compliance with individual student health needs, 504 plans or IEPs.

The District has and will continue to provide information for staff, and will provide information to parents and students regarding hygiene practices that promote schoolwide health and safety. Training will use materials provided by accepted public health authorities including the World Health Organization, Centers for Disease Control, and Pennsylvania Department of Health.

Communicating the key components of the plan to mitigate the spread of Covid-19 will be done in different formats at frequent intervals to all members of the school community.

Communication will stress social distancing, face coverings, symptom screening, hygiene practices, and the obligation to stay home if ill.

Signage has been posted in highly visible locations such as restrooms, entrances and other locations. Signs will be in multiple languages. The primary source of the signs will be from CDC.

In accordance with guidance from the Chester County Health Department and the American Association of Pediatricians, only visitors providing essential duties (e.g. contractors, delivery staff, etc.) should enter the building. Essential parent visits to schools will be by appointment only and will be limited. Parent meetings will be held virtually, using both video and audio.

The District will complete on-site symptom and temperature screenings of essential visitors prior to entry.

All visitors will wear a face covering and maintain social distancing.

Requirement(s)	Strategies, Policies and Procedures
	PE will occur using social distancing standards and held outside whenever possible. Sharing of items will be discouraged.
	Recess will occur outdoors to the maximum extent feasible and will include reinforcement of social distancing norms and personal hygiene.
	PA Sports Guidance: https://www.governor.pa.gov/covid-19/sports-guidance/
	Chester County Health Department athletic guidance: <a 55626="" documentcenter="" documentcenter-c<="" href="https://www.chesco.org/DocumentCenter/View/55626/Organized-Sports-in-Green-COVID-Phase?bidId=" https:="" organized-sports-in-green-covid-phase?bidid="https://www.chesco.org/DocumentCenter-Center-CovID-Phase?bidId=" td="" view="" www.chesco.org="">
	Sharing of materials will be minimized or eliminated. Extra materials will be obtained to extent possible. Hygiene practices will be strongly encouraged when materials or equipment is shared. Shared materials will be sanitized between users.
	To reduce the sharing of technology, all students will have a personal device (iPad or laptop) for use in all phases.
	Bell schedules will be lengthened to increase passing time. In addition, to minimize students in the hallways, a block schedule will be implemented at the secondary level.
	Protocols and signage to manage traffic patterns throughout the building.
	Lockers will no longer be used at the secondary level.
	Promote social distancing on bus stops.
	Buses can operate with a maximum of two students per seat. Students from the same family should sit together.

Requirement(s)	Strategies, Policies and Procedures
	Students are required to wear face covering (mask or shield) while on the bus.
	Bus drivers must wear face covering (mask or shield) whenever others are on the bus unless it compromises the visual acuity of the driver.
	Buses must be disinfected after each run and thoroughly cleaned daily.
	Students may be transported to other schools. Transportation vendors will share with the District their health and safety plans to ensure compliance and alignment with the District Health and Safety Plan.
	In both Yellow and Green, families may choose to have their child access virtual instruction for all classes or go to school for in-person instruction.
	In-school capacity and in-school rotation to be determined based on current color phase, guidance on social distancing, gathering size limitations, and number of families that opt to participate in in-person instruction.
	Classrooms and learning spaces will be arranged to enable 6 feet of spacing between students.
	A district administrator has been tasked as the liaison between the district and the childcare organization that rents space in our buildings, and relevant community organizations such as FLITE.
	The transportation office will communicate with relevant agencies.
	In addition to the items described above, physical barriers such as plexiglass will be used in higher traffic areas such as the front desk or main office.
Monitoring Student and Staff	Health

Requirement(s)

- * Monitoring students and staff for symptoms and history of exposure
- * Isolating or quarantining students, staff, or visitors if they become sick or demonstrate a history of exposure
- * Returning isolated or quarantined staff, students, or visitors to school

Notifying staff, families, and the public of school closures and within-school- year changes in safety protocols

Strategies, Policies and Procedures

Staff and students will be required to self-monitor daily prior to coming to work/school. The criteria will be in compliance with the PA Department of Health and Chester County Health Department guidance.

All staff will sign in daily affirming they are symptom-free. A contactless thermometer is available in each building if needed.

Students/parents will submit a daily affirmation that the child entering school is symptom free. A contact-less thermometer is available in each building if needed.

If a staff member has symptoms, they will need to stay or go home and contact their health care provider and their supervisor. The supervisor will contact the Director of Human Resources who will contact the employee, the Chester County Department of Health as needed, and institute any necessary precautionary measures.

If a student has symptoms, the parent should contact their school nurse to inform them and follow up with their healthcare provider. If necessary, school nurses will work with the school mental health specialist to provide a resource list to families who may not have ready access to a healthcare provider.

Building principals are responsible for staff and student daily symptom screening protocols.

Each school building will designate an isolation room/area, and a quarantine room/area. These are spaces separate from the existing nurse's office.

The isolation room/area is for students exhibiting Covid-19-like symptoms while they await travel home or to a healthcare provider. The isolation room should be positioned near an exit that is separate from the main entrance/exit for ease of leaving the school. Isolation

Requirement(s)	Strategies, Policies and Procedures
	room doors should remain shut at all time. Any individual support the isolation room/area should enter with full Covid-19 PPE, to include eye
	protection, gloves, gowns; upon exiting the room, the PPE should be taken off.
	The quarantine room/area is for anyone exposed to person with Covid-19-like symptoms, to be used while they await travel home or to a healthcare provider. Any individual supporting the quarantine room/area should be required to wear a face covering while in the room. If an entire classroom needs the quarantine room/area, the class should remain in the regular classroom as a temporary quarantine room.
	Any probable or confirmed cases will be reported to the Chester County Health Department.
	The school will maintain adequate personal protective equipment for use when individuals become ill, including gowns, masks, eye protection, and gloves.
	The area(s) used by the sick person will be closed off immediately, and not used until it can be cleaned and disinfected as follows:
	If someone in the building develops Covid-19 symptoms, or tests positive for Covid-19: the building does not need to be evacuated
	If an entire class/cohort is sent home, close off the room/area and wait
	as long as possible to clean and disinfect. Wait at least 24 hours before cleaning and disinfecting. If not feasible, wait as long as possible. If seven days have passed since the individual was in the affected area, cleaning is not needed.
	If entire class/cohort is not sent home, clean room/area immediately, and follow up with disinfection at the end of the day.

Requirement(s)	Strategies, Policies and Procedures
	The person will be provided with guidance for self-isolation at home and the guidelines for returning to school, as directed by the Chester County Health Department.
	If an individual requires transportation by ambulance, the District will alert the ambulance and hospital staff that the person may have Covid-19.
	The building administrator will inform the district pandemic coordinator if anyone becomes sick while at school, and the Director of Human Resources as applicable.
	Before returning to school, staff and students who have been isolated or quarantined must provide medical documentation that they have met the requirements for return to school/work as currently outlined by Chester County Health Department.
	The District will follow the most current "Exclusion From and Return to School Requirements" published by the Chester County Health Department.
	Communication to staff, families, and the public have and will continue to be ongoing. Any necessary school closures or within school year changes in safety protocols will be communicated via multiple methods including the district email blast, website, all-call telephone system, PTO newsletters, and other tools.
	Any communication will be done in alignment with relevant privacy rules and in coordination with relevant health authorities.
	Student Emotional Wellness: District professional staff will be alert to student social, emotional, and behavioral health.

Requirement(s)	Strategies, Policies and Procedures
	TESD Staff Emotional Wellness: District staff will be alert to staff social, emotional, and behavioral health

Other Considerations for Students and Staff

Requirement(s)	Strategies, Policies and Procedures
* Protecting students and staff at higher risk for severe illness	Families of students at higher risk should contact the school nurse to discuss the development of an Individual Health Plan. The school will also follow the protocol for 504 Plan Eligibility and special education
* Use of face coverings (masks or face shields) by all staff	eligibility. Staff who are higher risk should contact the Director of Human
* Use of face coverings (masks or face shields) by all students	Resources to discuss their specific circumstances.
Unique safety protocols for students with complex needs or other vulnerable individuals	Student IEPs will be updated to include unique mitigation strategies for individual students for in-person instruction. Staff working with students with IEPs in environments where social distancing is not possible will have additional PPE for use.
Strategic deployment of staff	Face 'upshields' can be used instead of face coverings when the student needs to see the adult's mouth/lips, e.g. those with hearing impairments.
	Classrooms serving students with IEPs will have increased frequency of cleaning of high touch surfaces.
	Staff and students with IEPs will increase frequency of hand washing.
	Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020, and August 17, 2020 anyone on the premises is obligated to wear a mask

Requirement(s)	Strategies, Policies and Procedures
	or face covering. The District will continue to monitor guidance and directives from the Pennsylvania Department of Health.
	The District will also make available face shields for teachers. Physical barriers such as plexiglass shields (both installed and flexible) will be used in classrooms. Shields such as sneezeguards or other barriers will be available.
	Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020, anyone on the premises is obligated to wear a mask or face covering. The District will continue to monitor guidance and directives from the Pennsylvania Department of Health.
	Physical barriers such as plexiglass shields (both installed and flexible) will be used in classrooms. Students not able to wear a mask shall have a portable 'sneeze' guard shield for their desk.
	All students and staff will wear masks in the building, even when social distancing. The only exceptions to this requirement will be those under Section 3 of the Pennsylvania Department of Health Universal Mask Order.
	The District will follow the guidance of the Pennsylvania Department of Health regarding mask breaks: - eating or drinking when spaced at least 6 feet apart; or, -when wearing a face covering creates an unsafe condition in which to operate equipment or execute a task; or, -at least 6 feet apart during 'face-covering breaks' to last no longer than 10 minutes.
	Students with complex or low-incidence needs will be supported and their IEP or 504 Plan updated to ensure access to instruction. The District may request medical documentation and other information be provided by the child's treating physician(s).

Requirement(s)	Strategies, Policies and Procedures
	Medically fragile students and staff assigned to those students should have a daily symptom screening at school.
	Staff with complex needs should contact the Director of Human Resources to discuss their specific circumstances.
	District has developed a model of programming incorporating both virtual and in-person instruction for grades K-12, the use of a block schedule at the secondary level, and the inclusion of social emotional wellness instruction and support into the school day for all students.

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for Tredyffrin/Easttown School District reviewed and approved the Phased School Reopening Health and Safety Plan on **August 24, 2020**

The plan was	approved by a vote of:
	Yes
	_ No
Affirmed on: A	August 24, 2020
Ву:	
(Signature* o	f Board President)
(Print Name o	of Board President)

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

^{*}Electronic signatures on this document are acceptable using one of the two methods detailed below.

Updated: JULY 24, 2020 Revision: August 24, 2020



Tredyffrin/Easttown School District PK-12 Athletics & Extra-Curricular Activities: Off-Season Activities & Pre-Season Health and Safety Plan

This Health and Safety Plan is designed to address the needs of PK-12 Athletics and Related Activities to encompass off-season, pre-season, and related student activities, such as band camp or group activities that do not fall under individual in-person visits or the regular school year re-opening plan.

The District will continue to monitor requirements, guidance, and recommendations from health authorities and athletic leagues and other relevant organizations.

The decision to resume sports-related activities, including conditioning, practices and games, is within the discretion of a school entity's governing body. Each school entity must develop and adopt an Athletics Health and Safety Plan aligning to the PDE Preliminary Guidance for Phased Reopening of Pre-K to 12 Schools prior to conducting sports-related activities with students. The plan must include the provisions of this guidance, be approved by the local governing body of the school entity and be posted on the school entity's publicly available website. School entities should also consider whether the implementation of the plan requires the adoption of a new policy or revision of an existing policy.

Each school entity should continue to monitor its Athletics Health and Safety Plan throughout the year and update as needed. All revisions should be reviewed and approved by the governing body prior to posting on the school entity's public website.

Updated: JULY 24, 2020 Revision: August 24, 2020

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Updated: JULY 24, 2020 Revision: August 24, 2020

Athletics & Other Student Activities Health and Safety Plan: Tredyffrin/Easttown School District

All decision-makers should be mindful that as long as there are cases of COVID-19 in the community, there are no strategies that completely eliminate transmission risk within a school population. The goal is to keep transmission as low as possible to safely continue school activities. All school activities must be informed by <u>Governor Wolf's Process to Reopen Pennsylvania</u>. The administration has categorized reopening into three broad phases: red, yellow, or green. These designations signal how counties and/or regions may begin easing some restrictions on school, work, congregate settings, and social interactions:

- Red Phase: Schools remain closed for in-person instruction and no sports are allowed in counties designated as being in the Red Phase.
- Yellow Phase and Green Phase: Schools may resume sports-related activities after developing a written Athletics Health and Safety Plan, to be approved by the local governing body (e.g. board of directors/trustees) and posted on the school entity's publicly available website.

Use this template to document your LEA's plan to bring back student athletes and coaching staff, how you will communicate the type with stakeholders in your community, and the process for continued monitoring of local health data to assess implications for school sports-related activity operations and potential adjustments throughout the school year.

Your school entity should account for changing conditions in your local Athletics Health and Safety Plan to ensure seamless transition from more to less restrictive conditions in each of the phase requirements as needed. Depending upon the public health conditions in any county within the Commonwealth, there could be additional actions, orders, or guidance provided by the Pennsylvania Department of Education (PDE) and/or the Pennsylvania Department of Health (DOH) designating the county as being in the red, yellow, or green phase. Some counties may not experience a straight path from a red designation, to a yellow, and then a green designation. Instead, cycling back and forth between less restrictive to more restrictive designations may occur as public health indicators improve or worsen.

Updated: JULY 24, 2020 Revision: August 24, 2020

Resuming PK-12 Sports-Related & Other Student Activities

Key Questions

- How do you plan to bring students, athletes and staff back to physical school buildings, particularly if social distancing is still required?
- How did you engage stakeholders in the decision to resume sports-related and other activities, including try-outs, conditioning, practices, games, *rehearsals* and other activities?
- How will you communicate your plan to your local sports and school communities?
- Once you resume sports-related *and other* activities, what will the decision-making process look like to prompt a school closure or other significant modification to sports and *other* activities?

Summary of Responses to Key Questions:

- This plan is for off-season voluntary conditioning for sports, and only if the county is in the Yellow or Green phase. *It has been extended to September 29, 2020*. It does not include tryouts or scrimmages.
- This plan will also be implemented for any other student activities involving larger numbers of students that may occur before the first day of school, including Conestoga Band Camp and other co-curricular activities.
- The plan will be shared during a public meeting, and then posted on the District website. Information will be shared with participants and their families via District approved communication methods including email.
- Any modifications to these activities will be in response to evolving guidance from all applicable federal, state, and local authorities, including the Pennsylvania Department of Education, the Pennsylvania Department of Health, and Chester County Health Department.

Anticipated launch date for sports related & other activities: July 1, 2020

Updated: JULY 24, 2020 Revision: August 24, 2020

Primary Point of Contact

Each school entity must designate a primary point of contact with defined roles and responsibilities for health and safety preparedness and response planning for sports-related activities. The point of contact will be responsible for responding to all questions related to COVID-19. All parents, student athletes, officials, and coaches must be provided the person's contact information.

Point of Contact Name	Position of Point of Contact	Contact Information
Dr. Chris Groppe	Covid-19 Administrator	HealthInfo@tesd.net 610-240-1919

Key Strategies, Policies, and Procedures

Use the action plan templates on the following pages to create a thorough plan for each of the requirements outlined in the <u>Pennsylvania</u> Guidance for All Sports Permitted to Operate During the COVID-19 Disaster Emergency.

For each domain of the Athletics Health and Safety Plan, draft a detailed summary describing the key strategies, policies, and procedures your LEA will employ to satisfy the requirements of the domain. The domain summary will serve as the public-facing description of the efforts your LEA will take to ensure health and safety of every stakeholder in your local education community. Thus, the summary should be focused on the key information that staff, students, and families will require to clearly understand your local plan for the phased reopening of schools. Use the key questions to guide your domain summaries.

For each requirement within each domain, document the following:

- Action Steps under Yellow and Green Phase: Identify the discrete action steps required to prepare for and implement the requirement under the guidelines outlined for counties in yellow or green. List the discrete action steps for each requirement in sequential order.
- Lead Individual(s) and Position(s): List each person responsible for ensuring the action steps are fully planned and the system is prepared for effective implementation.
- Materials, Resources, and/or Supports Needed: List any materials, resources, or supports required to implement the requirement.
- **Professional Development (PD) Required:** Identify the training or professional development that will be provided to staff, students, families, and other stakeholders to implement each requirement effectively.

Updated: JULY 24, 2020 Revision: August 24, 2020

In the following tables, an asterisk (*) denotes a mandatory element of the plan. All other requirements are highly encouraged to the extent possible.

Cleaning, Sanitizing, Disinfecting, and Ventilation

Key Questions

- How will you ensure the athletic facilities and other areas are cleaned and ready to safely welcome students, athletes, and staff?
- How often will you implement cleaning, sanitation, disinfecting, and ventilation protocols/procedures to maintain staff, student, and athlete safety?
- What protocols will you put in place to clean and disinfect throughout the day?
- Which stakeholders will be trained on cleaning, sanitizing, disinfecting, and ventilation protocols? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

- No indoor facilities will be used. Participants will be able to use indoor restrooms, and the restrooms will be cleaned on a regular basis in accordance with CDC protocols.
- Other cleaning protocols will be in place for use on equipment and materials involved in the activities.
- Students will be transported to the practice space or school by their family.
- These activities will only occur if we are in the Yellow or Green phase.

Updated: JULY 24, 2020 Revision: August 24, 2020

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Cleaning, sanitizing, disinfecting, and ventilating spaces, surfaces, and any other areas used by students & athletes and sporting activities (i.e., restrooms, drinking fountains, locker rooms and transportation)	 Indoor facilities will not be available or use other than restrooms. Water fountains will not be available. Transportation will be provided by the family. Restrooms will be cleaned on a regularly scheduled basis using CDC-approved cleaning supplies. 	Kevin Pechin Chandra Singh	Custodial Staff	N
Other cleaning, sanitizing, disinfecting, and ventilation practices	N/A	N/A	N/A	N

Social Distancing and Other Safety Protocols

Key Questions

- How will conditioning, practice, and game spaces be organized and scheduled to mitigate spread?
- How will you group student athletes with coaches to limit the number of individuals who come into contact with one another throughout the conditioning, practices, meetings, team meals, games, etc.?
- What policies and procedures will govern use of other communal spaces (locker rooms, restrooms)?
- How will you utilize outdoor space to meet social distancing requirements?
- What hygiene routines will be implemented?
- How will you adjust student transportation to meet social distancing requirements?
- How will social distancing and other safety protocols vary based on age ranges?
- Which stakeholders will be trained on social distancing and other safety protocols? When and how will the training be provided?

Updated: JULY 24, 2020 Revision: August 24, 2020

Summary of Responses to Key Questions:

- Off-season conditioning is a voluntary activity and will occur outdoors. The only indoor usage will be for restrooms. No indoor communal spaces other than restrooms will be used. Restrooms will be cleaned regularly, and all participants will have access to supplies for personal hygiene.
- All other activities such as band camp are also voluntary activities, and will occur outdoors.
- Social distancing will be observed. Band camp participants will follow best available guidance on social distancing and masking when using musical instruments.
- Schedules will be staggered to the extent possible to mitigate contact with others.

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
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* Protocols for	Social distancing is identified as keeping at least 6	Athletic Director,	N/A	N
Protocols for social distancing students and athletes and staff throughout all activities, to the maximum extent feasible	 Social distancing is identified as keeping at least 6 feet of space between individuals to the maximum extent feasible. Yellow: Only conditioning and individual non-contact drills will be conducted with focus on individual skill building versus competition. No group huddles. Instruction should be given in a way that maintains appropriate social distancing. Stretching, warmups, and cooldowns should be done in a way that maintains appropriate social distancing. All participants will wear face coverings. Face coverings required for all adults unless doing so jeopardizes their health. Athletes are encouraged to wear face coverings at arrival and departure, and during down time (i.e. during instruction) unless doing so jeopardizes their health. Face coverings are not recommended during exertional activity. No physical contact including shaking hands, fist bumps, and high fives. No spectators. Parents who wish to be on site should remain in their vehicle during the activity. Green: 	Athletic Director, Assistant Principal for Student Activities	N/A	N
	 Only conditioning, individual drills, and group drills with focus on limiting contact in close contact sports. 			

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- No intrasquad scrimmages
- No group huddles.
- Instruction should be given in a way that maintains appropriate social distancing.
- Stretching, warmups, and cooldowns should be done in a way that maintains appropriate social distancing.
- Drills that require limited physical contact should be done in pods of 10 or less if possible.
- Indoor sports will do conditioning and individual drills outside.
- Face coverings required for all adults unless doing so jeopardizes their health.
- Athletes are encouraged to wear face coverings at arrival and departure, and during down time (i.e. during instruction) unless doing so jeopardizes their health. Face coverings are not recommended during exertional activity.
- No spectators.
- Parents who wish to be on site should remain in their vehicle during the activity.
- Team meetings may take place in person using social distancing or should take place on a virtual platform.

Band camp and other activities will follow the same protocols described above as relevant, including the wearing of face coverings, spectators, and group meetings. Social distancing and masking, including

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
	the use of coverings for instruments for the band will follow best available guidance.			
* Procedures for serving food at events	Students will bring their own water and snacks. Bottled water will be available if needed.	Athletic Director, Assistant Principal for Student Activities	Bottled water	N
* Hygiene practices for students and athletes and staff which include the manner and frequency of hand-washing and other best practices	and coaches for proper hygiene and hand washing. The restrooms will be cleaned regularly. It is and coaches for proper hygiene and hand washing. The restrooms will be cleaned regularly. It is and coaches for proper hygiene and hand washing.		Cleaning supplies	N
* Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs	signs, in visible at each practice facility. CDC signage has been laminated and will be placed at each practice facility. state everyday ive es, and stop the		Signs	N
* Identifying and restricting non- essential visitors and volunteers	 No spectators. Parents who wish to be on site should remain in their vehicle during the activity. 	Athletic Director, Assistant Principal for Student Activities	N/A	N

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Limiting the sharing of materials and equipment among students and athletes	 Yellow: No shared objects (including bottles, towels, sports equipment, pinnies, etc.). Green: Limit shared objects to those required for sport only (i.e. footballs, basketballs, etc.).	Athletic Director, Assistant Principal for Student Activities	Cleaning supplies	N
Staggering the use of communal spaces (i.e., locker rooms, weight rooms, band room, etc.)	 Only outdoor communal spaces will be accessed. Indoor communal spaces are closed. 	Athletic Director, Assistant Principal for Student Activities	N/A	N
Adjusting transportation schedules and practices to create social distance	Off Season workouts and activities will have staggered starts and finishes to reduce amount of people in one area	Athletic Director, Assistant Principal for Student Activities	N/A	N

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Limiting the number of individuals in student and athletic activity spaces, and interactions between groups of students and athletes	 Sports: Yellow: Only conditioning and individual non-contact drills will be conducted with focus on individual skill building versus competition. Green: Only conditioning, individual drills, and group drills with focus on limiting contact in close contact sports. No intrasquad scrimmages No group huddles. Instruction should be given in a way that maintains appropriate social distancing. Stretching, warmups, and cooldowns should be done in a way that maintains appropriate social distancing. Drills that require limited physical contact should be done in pods of 10 or less if possible. Band camp and other student activities will be conducted in a way to minimize the potential for close physical interaction. 	Athletic Director, Assistant Principal for Student Activities		
Other social distancing and safety practices	N/A	Athletic Director, Assistant Principal for Student Activities	N/A	N

Updated: JULY 24, 2020 Revision: August 24, 2020

Monitoring Students, Athletes and Staff Health

Key Questions

- How will you monitor student students, athletes, coaches, and others who interact with each other to ensure they are healthy and not exhibiting signs of illness?
- Who will be responsible for monitoring?
- Where will the monitoring take place?
- When and how frequently will the monitoring take place?
- What is the policy for quarantine or isolation if a coach, student athlete, or other member of the school community becomes ill or has been exposed to an individual confirmed positive for COVID-19? What conditions will a coach or student athlete confirmed to have COVID-19 need to meet to safely return to sports activities? Which staff will be responsible for making decisions regarding quarantine or isolation requirements of coaches or student athletes?
- When and how will families be notified of confirmed coach or student athlete illness or exposure and resulting changes to the local Athletics Health and Safety Plan?
- Which stakeholders will be trained on protocols for monitoring student athlete and staff health? When and how will the training be provided?

Summary of Responses to Key Questions:

- Any participant during off-season activities (coaches, staff, athletes, students, trainers) must be considered free of any symptoms as outlined in the Chester County Health Department's guidance of June 19, 2020.
- All participants will complete an online assurance tool affirming they are symptom free. The Athletic Director *or Assistant Principal* will designate a person responsible for collecting the information and sharing with relevant coaches.

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Monitoring students and athletes and staff for symptoms and history of exposure	 All participants must use the online self-report form to affirm they are free of symptoms as described in the current Chester County Health Department guidance. Any participant who has symptoms will not be permitted on campus and advised to contact their healthcare provider. Staff must review the screening report at the start of the activity and confirm that participants have completed the screening survey for that day. 	Athletic Director, Assistant Principal for Student Activities	Online survey tool	Y

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Isolating or quarantining students and athletes, coaching staff, or visitors if they become sick or demonstrate a history of exposure	 If a participant becomes sick during the activity, the following will occur. The participant will be immediately separated from others, and their parent contacted. A separate space will be designated in each building for this purpose. The school will maintain adequate personal protective equipment for use when individuals become ill, including gowns, masks, eye protection, and gloves. The area(s) used by the sick person will be closed off immediately, and not used until it can be cleaned and disinfected. The person will be provided with guidance for self-isolation at home and the guidelines for returning to school, as outlined in the current Chester County Health Departments guidance. If an individual requires transportation by ambulance, alert the ambulance and hospital staff that the person may have Covid-19. The Athletic Director or Building Administrator will inform the district pandemic coordinator. Any probable or confirmed cases will be reported to the Chester County Health Department.	Athletic Director, Assistant Principal for Student Activities	PPE	Y

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Returning isolated or quarantined coaches, staff, students or athletes, to school and/or athletics	Before returning for participation, the student must meet the requirements for return as described in the current Chester County Health Department's guidance. The District will follow the most current "Exclusion From and Return to School Requirements" published by the Chester County Health Department.	Athletic Director, Assistant Principal for Student Activities	N/A	Y
Notifying coaches, staff, families, and the public of cancellation of sports-related activities, school closures and other changes in safety protocols	Coaches or staff will notify athletes and their families via district approved communication methods. Any communication will be done in alignment with relevant privacy rules and in coordination with relevant health authorities.	Athletic Director, Assistant Principal for Student Activities	N/A	N
Other monitoring and screening practices	Monitor guidance from relevant health authorities and update monitoring and screening practices as necessary.	Pandemic Coordinator	N/A	N

Updated: JULY 24, 2020 Revision: August 24, 2020

Other Considerations for Student Athletes and Staff

Key Questions

- How will you determine which coaches and other athletic staff are willing/able to return? How will you accommodate staff who are unable or unwilling to return?
- How will you determine which student athletes are willing/able to return? How will you accommodate student athletes who are unable or unwilling return?
- What is the local policy/procedure regarding face coverings for all coaches and athletic staff? What is the policy/procedure for student athletes?
- What special protocols will you implement to protect student athletes and staff at higher risk for severe illness?
- How will you address coaches and other athletic staff who are ill, or who have family members who have become ill?
- How will you manage teams in the event of coaching staff illness? Do you have substitute coaches available?
- Which stakeholders will be trained on these protocols? When and how will the training be provided?

Summary of Responses to Key Questions:

- This plan is for off-season voluntary conditioning for sports, and only if we are in the Yellow or Green phase. It has been extended to include August pre-season practice and heat acclimation. It does not include tryouts or scrimmages.
- This plan will also be implemented for any other student activities that may occur before the first day of school, including Conestoga Band.
- The plan will be shared during a public meeting, and then posted on the District website. Information will be shared with participants and their families via District approved communication methods including email.
- Any modifications to these activities will be in response to evolving guidance from all applicable federal, state, and local authorities, including the Pennsylvania Department of Education, the Pennsylvania Department of Health, and Chester County Health Department.
- The current plan will be extended through September 29, 2020.
- Athletes are participating in voluntary off-season conditioning outdoors.
- Other students on the premises are participating voluntarily.
- No indoor facilities will be used. Participants will be able to use indoor restrooms, and the restrooms will be cleaned on a regular basis in accordance with CDC protocols.
- Other cleaning protocols will be in place for use on equipment and materials involved in the activities.
- Students will be transported to the practice space or school by their family.

- These activities will only occur if we are in the Yellow or Green phase.
- Off-season conditioning is a voluntary activity and will occur outdoors. The only indoor usage will be for restrooms. No indoor communal spaces other than restrooms will be used. Restrooms will be cleaned regularly, and all participants will have access to supplies for personal hygiene.
- All other activities such as band camp are also voluntary activities, and will occur outdoors.
- Social distancing will be observed. Band camp participants will follow best available guidance on social distancing when using musical instruments.
- Schedules will be staggered to the extent possible to mitigate contact with others.
- Any participant during off-season activities (coaches, staff, athletes, *students*, trainers) must be considered free of any symptoms as outlined in the Chester County Health Department's guidance of June 19, 2020.
- All participants will complete an online assurance tool affirming they are symptom free. The Athletic Director *or Assistant Principal* will designate a person responsible for collecting the information and sharing with relevant coaches.
- Participants will receive training on the requirements of this plan prior to any activities occurring.

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Protecting student athletes and coaching staff at higher risk for severe illness	Participants are not required to attend off-season activities, and this includes those who are at higher risk for severe illness.	Athletic Director, Assistant Principal for Student Activities	N	N

Requirements	Action Steps under Yellow and Green Phase	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Use of face coverings by all coaches and athletic staff	Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020, anyone on the premises is obligated to wear a mask or face covering. The District will continue to monitor guidance and directives from the Pennsylvania Department of Health.	Athletic Director, Assistant Principal for Student Activities	Face coverings	Υ
* Use of face coverings by all students	Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020, anyone on the premises is obligated to wear a mask or face covering. The District will continue to monitor guidance and directives from the Pennsylvania Department of Health.	Athletic Director, Assistant Principal for Student Activities	Face coverings	Y
Unique safety protocols for students and athletes with complex needs or other vulnerable individuals	Participants are not required to attend off-season activities, and this includes those who are at higher risk for severe illness.	Athletic Director	N/A	N
Management of Coaches and Athletic Staff	Coaches and athletic staff who are ill should not report for these voluntary activities.	Athletic Director	N/A	N

Updated: JULY 24, 2020 Revision: August 24, 2020

Athletics Health and Safety Plan Professional Development

The success of your plan for resuming sports-related activities safely requires all stakeholders to be prepared with the necessary knowledge and skills to implement the plan as intended. For each item that requires staff training, document the following components of your professional learning plan.

- **Topic:** List the content on which the professional development will focus.
- Audience: List the stakeholder group(s) who will participate in the learning activity.
- Lead Person and Position: List the person or organization that will provide the professional learning.
- Session Format: List the strategy/format that will be utilized to facilitate professional learning.
- Materials, Resources, and or Supports Needed: List any materials, resources, or support required to implement the requirement.
- Start Date: Enter the date on which the first professional learning activity for the topic will be offered.
- Completion Date: Enter the date on which the last professional learning activity for the topic will be offered.

Topic	Audience	Lead Person and Position	Session Format	Materials, Resources, and or Supports Needed	Start Date	Completion Date
Review of the Health & Safety Plan	Coaches, trainers	Kevin Pechin	Virtual meeting	MS Teams platform	June 30, 2020	June 30, 2020
Review of the Health & Safety Plan	Staff and student participants	Chandra Singh, Chris Groppe, Ellen Turk	Virtual meeting	MS Teams platform	August 20, 2020	August 20, 2020

Updated: JULY 24, 2020 Revision: August 24, 2020

Athletics Health and Safety Plan Communications

Timely and effective family and caregiver communication about sports-related health and safety protocols and schedules will be critical. Schools should be particularly mindful that frequent communications are accessible in non-English languages and to all caregivers (this is particularly important for children residing with grandparents or other kin or foster caregivers). Additionally, school entities should establish and maintain ongoing communication with local and state authorities to determine current mitigation levels in your community.

Topic	Audience	Lead Person and Position	Mode of Communication	Start Date	Completion Date
Review of athletic plan	Athletes, parents	Kevin Pechin	Virtual meeting	June 30, 2020	June 30, 2020
Review of the Health & Safety Plan	Staff and student participants	Chandra Singh, Chris Groppe, Ellen Turk	Virtual meeting	August 20, 2020	August 20, 2020

Updated: JULY 24, 2020 Revision: August 24, 2020

Athletics Health and Safety Plan Summary: Conestoga High School

Anticipated Launch Date: July 1, 2020

Use these summary tables to provide your local education community with a detailed overview of your Athletics Health and Safety Plan. School entities are required to post this summary on their website. To complete the summary, copy and paste the domain summaries from the Athletics Health and Safety Plan tables above.

Facilities Cleaning, Sanitizing, Disinfecting, and Ventilation

Requirement(s)	Strategies, Policies and Procedures
* Cleaning, sanitizing, disinfecting, and ventilating learning spaces, surfaces, and any other areas used by students (i.e., restrooms, drinking fountains, locker rooms, and transportation)	 Indoor facilities will not be available or use other than restrooms. Water fountains will not be available. Transportation will be provided by the family. Restrooms will be cleaned on a regularly scheduled basis using CDC-approved cleaning supplies.

Social Distancing and Other Safety Protocols

Requirement(s)	Strategies, Policies and Procedures
* Protocols for social distancing student athletes and staff	Social distancing is identified as keeping at least 6 feet of space
throughout all activities, to the maximum extent feasible	between individuals to the maximum extent feasible.
* Procedures for serving food at events including team meetings and meals	Only conditioning and individual non-contact drills will be conducted with focus on individual skill building versus
* Hygiene practices for student athletes and staff including the manner and frequency of hand-washing and other best practices	competition.No group huddles.Instruction should be given in a way that maintains
* Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs	appropriate social distancing.Stretching, warmups, and cooldowns should be done in a way
Identifying and restricting non-essential visitors and volunteers	that maintains appropriate social distancing.

Original Plan approved June 29, 2020 Updated: JULY 24, 2020

Revision: August 24, 2020

Requirement(s)	Strategies, Policies and Procedures
	All participants will wear face coverings.
Limiting the sharing of materials and equipment among student athletes	 Face coverings required for all adults unless doing so jeopardizes their health.
Staggering the use of communal spaces (i.e., locker rooms, weight rooms, etc.)	 Athletes are encouraged to wear face coverings at arrival and departure, and during down time (i.e. during instruction) unless doing so jeopardizes their health. Face coverings are
Adjusting transportation schedules and practices to create social	not recommended during exertional activity.
distance between students	 No physical contact including shaking hands, fist bumps, and
Limiting the number of individuals in athletic activity spaces and	high fives.
interactions between groups of student athletes	No spectators.
• .	 Parents who wish to be on site should remain in their vehicle during the activity.
Other social distancing and safety practices	Green:
	 Only conditioning, individual drills, and group drills with focus on limiting contact in close contact sports. No intrasquad scrimmages No group huddles. Instruction should be given in a way that maintains appropriate social distancing. Stretching, warmups, and cooldowns should be done in a way that maintains appropriate social distancing. Drills that require limited physical contact should be done in pods of 10 or less if possible. Indoor sports will do conditioning and individual drills outside. Face coverings required for all adults unless doing so jeopardizes their health. Athletes are encouraged to wear face coverings at arrival and departure, and during down time (i.e. during instruction) unless doing so jeopardizes their health. Face coverings are

not recommended during exertional activity.

Requirement(s)	Strategies, Policies and Procedures
	 No spectators. Parents who wish to be on site should remain in their vehicle during the activity. Team meetings may take place in person using social distancing or should take place on a virtual platform.
	Band camp and other activities will follow the same protocols described above as relevant, including the wearing of face coverings, spectators, and group meetings. Social distancing and masking, including the use of coverings for instruments for the band will follow best available guidance.
	Students will bring their own water and snacks. Bottled water will be available if needed.
	Adequate restrooms are available for use by athletes and coaches for proper hygiene and hand washing. The restrooms will be cleaned regularly.
	CDC signage has been laminated and will be placed at each practice facility.
	No spectators.
	Parents who wish to be on site should remain in their vehicle during the activity.
	 Yellow: No shared objects (including bottles, towels, sports equipment, pinnies, etc.). Green: Limit shared objects to those required for sport only (i.e. footballs, basketballs, etc.). Athletes should still bring their

Updated: JULY 24, 2020 Revision: August 24, 2020

Requirement(s)	Strategies, Policies and Procedures
	 own personal source of hydration and avoid sharing towels or pinnies. Team equipment should be cleaned at the conclusion of each session by coaching staff. Individual clothing or equipment (team issued or personal) should be cleaned at the conclusion of each session by the participant.
	Band camp and other student activities will minimize the use of shared equipment, and follow relevant cleaning protocols.

Monitoring Student Athletes and Staff Health

Requirement(s)	Strategies, Policies and Procedures
* Monitoring student athletes and staff for symptoms and history	All participants must use the online self-report form to affirm they are
of exposure	free of symptoms as described in the current Chester County Health
	Department guidance.
* Isolating or quarantining student athletes, coaching staff, or	
visitors if they become sick or demonstrate a history of	Any participant who has symptoms will not be permitted on campus
exposure	and advised to contact their healthcare provider.
* Returning isolated or quarantined coaching staff, student	Staff must review the screening report at the start of the activity and
athletes, or visitors to school	confirm that participants have completed the screening survey for that
	day.
Notifying coaching staff, families, and the public of cancellation of	
sports-related activities, school closures and other changes in	If a participant becomes sick during the activity, the following will
safety protocols	occur.
	The participant will be immediately separated from others, and
	their parent contacted. A separate space will be designated in
	each building for this purpose.
	The school will maintain adequate personal protective equipment for use when individuals become ill including governments.
	for use when individuals become ill, including gowns, masks, eye protection, and gloves.
	protection, and gioves.

Updated: JULY 24, 2020 Revision: August 24, 2020

Other Considerations for Student Athletes and Staff

Requirement(s)	Strategies, Policies and Procedures
* Protecting student athletes and coaching staff at higher risk for severe illness	Participants are not required to attend off-season activities, and this includes those who are at higher risk for severe illness.
* Use of face coverings by all coaches and athletic staff	Face coverings for anyone on District premises will follow the orders of the Pennsylvania Department of Health. As of July 24, 2020,
* Use of face coverings by all student athletes	anyone on the premises is obligated to wear a mask or face covering. The District will continue to monitor guidance and
Unique safety protocols for student athletes with complex needs or other vulnerable individuals	directives from the Pennsylvania Department of Health.
Management of Coaches and Athletic Staff	Participants are not required to attend off-season activities, and this includes those who are at higher risk for severe illness.
	Coaches and athletic staff who are ill should not report for these voluntary activities.

Updated: JULY 24, 2020 Revision: August 24, 2020

Athletics Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for **T/E School Board** reviewed and approved the Athletics Health and Safety Plan on **August 24, 2020**

The plan was	approved by a vote of:
	_ Yes
	_ No
Affirmed on:	
Ву:	
(Signature of	Board President)
(1.0)	
(Print Name of	of Board President)

AGENDA MATERIALS

Agenda VII, Priority Discussion

Agenda VII, B: Proposed 2020-2021 District Level Goals

VIA: Richard Gusick, Superintendent of Schools

Action Under Consideration: That the Board of School Directors reviews and comments on the Proposed 2020-2021 District Level Goals for purposes of guiding the administrative refinements in anticipation of Board action on September 29, 2020.

Board action will occur at the September 29, 2020 Regular Board Meeting. The final District Goals will appear on the September 29, 2020 Consent Agenda.

- 1. Priority Discussion Presentation Dr. Richard Gusick, Superintendent
- 2. Board Questions/Comments
- 3. Public Comment
- 4. Board Discussion/Action

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

DISTRICT LEVEL GOALS

2020-2021 SCHOOL YEAR

Mission Statement Tredyffrin/Easttown School District

To inspire a passion for learning, personal integrity, the pursuit of excellence and social responsibility in each student.

2020-2021 DISTRICT GOALS

District Level Goals are carefully considered and established each year. The process of establishing Goals in itself serves as a planning and communication device for the Board and administration. It ensures everyone is familiar with the direction being set and has participated in setting that direction for the benefit of our students. Finally, a statement of Goals enables the Board and staff to look back at the end of the year to see if the plans have indeed been accomplished. Depending on an evaluation of the outcomes, it may be appropriate to either revisit a particular Goal or to move on to new areas of priority.

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CURRICULUM, INSTRUCTION AND ASSESSMENT

Context: As always, the District strives to provide an educational program that best meets the goals of its students and families. During the current COVID 19 pandemic, the delivery of the educational program remains paramount. On an ongoing basis and as conditions evolve, the District will investigate and implement strategies and resources that will support the most effective delivery of the educational program for all of its students.

Goal 1:

To continue to provide an excellent educational program that is aligned with the state-mandated Pennsylvania Core Standards, state assessments and District Strategic Initiatives and that reflects the needs of all students.

Success Indicators:

- Educational Program is implemented effectively through virtual, face-to-face and integrated models
- Opportunities for social emotional learning and support are incorporated into various curricula and instructional practices
- Curricular resources and instructional strategies show evidence of the incorporation of multiple perspectives and anti-racist practices

Objective 1.1

To modify and enhance the TESD educational program in ways that ensure effective and engaging delivery of the curriculum in virtual, integrated and face-to-face settings.

Start: July 2020

Complete: Ongoing

Primary Responsibility: Wendy Towle

Support: Curriculum Supervisors and Principals

Objective 1.2

To continue to review and revise K-12 opportunities to enhance socialemotional learning and mental health education, specifically related to issues surrounding the effects of the COVID 19 pandemic, and to share available school and community resources K-12 with staff, students, and families.

Start: July 2020 Complete: Ongoing

Primary Responsibility: Wendy Towle, Oscar Torres, Mark Cataldi

Support: Chris Groppe, Ellen Turk

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Objective 1.3 To continue to incorporate inclusive, culturally responsive, and anti-racist

curriculum and instructional practices at all levels.

Start: July 2020 Ongoing

Complete:

Primary Responsibility: Wendy Towle

Support: Curriculum Supervisors

FINANCE

Context: The District's budget development process is directed by the following three major objectives: (1) to continue to provide students with exceptional educational opportunities; (2) to maximize the use of all available resources to optimize student achievement in a manner that is fiscally responsible; and (3) to comply with applicable law. The Tax Payer Relief Act (Act 1 of 2006) requires local tax increases to remain at or below the annual state index unless granted exceptions by the state to raise rates above the index. Budget impact items will continue to be monitored and evaluated.

Goal 2:

To develop a budget consistent with the provisions of the Tax Payer Relief Act (Act 1) and to continue financial reporting practices to reflect the results of District business operations while enhancing efficiencies within District financial practices.

Success Indicators:

- Budget calendar is developed in cooperation with District solicitor, is presented at September Finance Committee Meeting and provides all pertinent dates needed to meet the required timeline for budget.
- Budget presented at public meetings includes revenue sources, expenditures commitments, budget impact strategies and fund balance that, in totality, allows the Board to approve a balanced budget by June 30th.
- Fund balance information presented at public meetings that includes spending, saving, transferring and committing fund balance as options to manage the fund balance.
- Produce and present at public meetings budget impact strategies sufficient to close the budgeted revenue/expenditure gap to an amount acceptable to the majority of the Board allowing approval of a balanced budget by June 30.

Objective 2.1 To establish budget development calendar(s) and budget guidelines consistent with Act 1 of 2006.

Start: July 2020

Complete: September 2020
Primary Responsibility: Art McDonnell
Support: Elizabeth Butch

Objective 2.2

To provide the Board with financial analysis to support the development of a balanced budget which addresses District educational goals and informs the Board to assist Board members in decision making, such as whether to remain at or below the Act 1 index and/or apply for available exceptions. In addition, to provide the Board with options for the reduction of recurring and one-time expenditures and/or increasing revenue and the tax rate in adopting a final budget.

Start: July 2020

5

Complete: June 2021

Primary Responsibility: Art McDonnell Support: Elizabeth Butch

Objective 2.3 To provide the Board with options to manage the use of fund balance.

Start: July 2020 Complete: June 2021

Primary Responsibility: Art McDonnell Support: Elizabeth Butch

Objective 2.4 To develop, examine and present budget impact items as part of the

2021-2022 budget development process. As part of this goal, past budget impact items may be examined to determine on-going impact to the

development of the current budget.

Start: July 2020 Complete: June 2021

Primary Responsibility: Art McDonnell

Support: All Administrators

TECHNOLOGY

Context: As technology applications become increasingly available to schools and society, the District continues to evaluate its technology needs and to engage in ongoing evaluation of the use of technology by students and staff. This year, the District has extended its 1:1 device initiative has expanded from grade 7-12 to now include all students K-12. The District is also continuing its efforts to maintain a reliable, modern, and secure network infrastructure, making cyber security enhancements where appropriate. As in the past, meeting the technology needs of students and teachers will remain a primary District objective.

Goal 3: To analyze the integration of technology resources, access and training to support innovative teaching and learning.

Success Indicators:

- Ongoing review of existing and new technology resources with staff development provided as needed.
- Communication and training provided to all stakeholders regarding PowerSchool SIS and Performance Matters Analytics.

Objective 3.1 To evaluate new and existing technology resources, especially those

related to virtual instruction, and to evaluate and measure the effectiveness of new and existing technology initiatives.

Start: July 2020

Complete: June 2021

Primary Responsibility: Mike Szymendera

Support: Wendy Towle

Objective 3.2 To identify and address staff training needs pertaining to Microsoft

Teams, Schoology, Microsoft Office 365, PowerSchool and the 1:1

Technology Initiative.

Start: July 2020

Complete: June 2021

Primary Responsibility: Mike Szymendera

Support: Wendy Towle

Objective 3.3 To evaluate the themes and tasks from the cyber security program

assessment and to implement cyber security enhancements where

appropriate.

Start: July 2020

7

Complete: Ongoing

Primary Responsibility: Mike Szymendera

Support: Brian Reed, Ben Kemp

Objective 3.4 To continue the implementation of Performance Matters Analytics,

providing necessary communication and training for all District staff,

parents and students.

Start: July 2020 Complete: June 2021

Primary Responsibility: Mike Szymendera

Support: Ben Kemp

Objective 3.5 To implement a new IP phone system in all District buildings, including

integration and training as necessary.

Start: July 2020 Complete: June 2021

Primary Responsibility: Mike Szymendera

Support: Brian Reed

Objective 3.6 To implement a new wireless network in all District buildings.

Start: July 2020 Complete: June 2021

Primary Responsibility: Mike Szymendera

Support: Brian Reed

STUDENT SERVICES

Context: During the 2019-2020 school year the Office of Individualized Student Services will continue to support school-age student needs. An ongoing emphasis on pre-referral intervention services, such as the Multi-Tiered Intervention model, will continue to assist students in accessing the general education curriculum in the least restrictive environment. Strong special education programming continues to serve students with a wide range of needs using evidence-based practices. As demand for programming for students with intensive needs continues to rise, ongoing analysis of enrollment, facilities and programming will inform the future work to meet these students' needs.

Goal 4: To continue to address the needs and support the success of all students at their individual skill levels.

Success Indicators:

- Identification of models that embody best practices in the delivery of virtual learning to students with disabilities.
- Continual update of enrollment trends that quantify enrollment patterns by disability status, level of student need, and impact on staffing.
- Conduct professional development with staff, with focus on meeting intensive student needs encompassing academics, behavior, and social learning.
- Regular report to the Board Finance Committee on special education costs.

Objective 4.1 To identify best practices in delivering services to students with

disabilities in a virtual or hybrid model of instruction.

Start: July 2020 Complete: Ongoing

Primary Responsibility: Nicole Roy

Support: Special Education Supervisors

Objective 4.2 To review enrollment trends of students with intensive needs and identify

a plan for expanding cross-District intensive needs programming offered

by the District.

Start: September 2020

Complete: June 2021 Primary Responsibility: Nicole Roy

Support: Special Education Supervisors

Objective 4.3 Ongoing staff development to support teachers' and paraeducators'

capacity to work effectively with students with intensive needs. To

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continue to develop the staff capacity to meet the needs of students with intensive needs, in preparation for the ongoing expansion of cross-District programming.

Start: July 2020
Complete: June 2021
Primary Responsibility: Nicole Roy

Support: Special Education Supervisors

Objective 4.4 To report to the Finance Committee cost in identified special education

categories.

Start: July 2020 Complete: June 2021

Primary Responsibility: Chris Groppe

Support: Nicole Roy

SCHOOL SAFETY AND CULTURE

Context: To maintain an ongoing dialogue among students, parents, community members, District staff and emergency responders about safety measures, the District Safety Committee annually reviews current practices and emerging safety data. The District regularly reviews programs to identify new resources and to align with best practices. The District will continue to review the school safety policies and practices related to Senate Bills 144 & 621 in order to align and potentially enhance our current policies and practices. The District professional and non-professional staff will continue to receive professional development in the area of trauma-informed instruction. Previously, the Pennsylvania State Police conducted a Risk & Vulnerability Assessment; the District Safety Committee reviewed the commendations, additional considerations, and recommendations for improvement in the audit. Based upon information in the confidential report, enhancements to the existing safety measures began after the report was received, while some items have required further discussion and lead time for evaluation. In addition, the District will review and utilize the data from the 2019 Pennsylvania Youth Survey.

Goal 5: To review the implementation of safe school practices in order to maintain effective communications and develop new safety initiatives for rising needs.

Success Indicators:

- Trauma-informed practices and professional development implemented in compliance with State Code.
- Review and implement safe schools practices and enhancements from the risk and vulnerability assessment with District administration, District Safety Committee and Board Facilities Committee as needed.
- Apply for state and federal government grant money designated for school safety.
- Review and revise the existing bullying prevention program, resiliency initiative, and mental health initiatives and supports.

Objective 5.1 To monitor guidance from health agencies regarding pandemic

recommendations and utilize these recommendations to revise and

implement the District pandemic response plan.

Start: July 2020

Complete: June 2021

Primary Responsibility: Chris Groppe

Support: District Pandemic Team

Objective 5.2 To evaluate the District's trauma-informed practices and provide

trauma-informed professional development for staff.

Start: July 2020 Complete: June 2021

11

Primary Responsibility: Ellen Turk

Support: Mark Cataldi, Chris Groppe, Building

Principals

Objective 5.3 To continue to evaluate the observations and recommendations from the

Risk and Vulnerability Assessment and to implement safety

enhancements.

Start: July 2020

Complete: June 2021

Primary Responsibility: Ellen Turk

Support: Mark Cataldi, Building Principals

Objective 5.4 To review the data from the 2019 Pennsylvania Youth Survey.

Start: July 2020

Complete: June 2021

Primary Responsibility: Chris Groppe

Support: Ellen Turk, Building Principals

Objective 5.5 To apply for state and federal government grant money designated for

school safety.

Start: July 2020 Complete: June 2021 Primary Responsibility: Ellen Turk

Support: Art McDonnell, Mark Cataldi, Oscar Torres

Objective 5.6 To review and revise the existing social-emotional learning programs,

bullying prevention programs, resiliency initiative, and mental health

initiatives and supports.

Start: July 2020
Complete: June 2021
Primary Responsibility: Ellen Turk

Support: Mark Cataldi, Chris Groppe, Oscar Torres

Objective 5.7 To expand District security to the middle school and continue to

explore options to deliver specialized training for District security

personnel.

Start: July 2020

12

Complete: June 2020 Primary Responsibility: Ellen Turk Support: Mark Cataldi

STRATEGIC PLANNING

Context: The District began the work to develop a new Strategic Plan during the 2019-2020 school year. Circumstances including the mandated school closure and the evolution of the COVID 19 pandemic delayed the steps required for completion of the new Plan. During the 2020-21 school year, work will continue to complete the development and begin implementation of the District's next Strategic Plan.

Goal 6: To continue the development and implementation of the District's next Strategic Plan.

Success Indicators:

• The next Strategic Plan is completed and presented for approval to the School Board.

Objective 6.1 To continue the cycle of development for the next Strategic Plan

through community Action Team planning, feedback and review and

presentation to the School Board.

Start: September 2020

Complete: January 2021

Primary Responsibility: Wendy Towle

Support: Curriculum Supervisors

Objective 6.2 To review and evaluate several formats for incorporating measurable

success indicators into the District Goals document and present findings to the School Board for review and potential approval of a new format.

Start: September 2020

Complete: June 2021

Primary Responsibility: Richard Gusick

Support: Directors

COMMUNICATIONS

Context: The District will continue to utilize its coordinated communication network to share emerging information related to TESD reopening and pandemic plans, the integrated instructional program, safety guidance and other important information with the school community while continuing to publicize student and District successes.

Goal 7: To utilize District communication tools to provide stakeholders with critical information related to the impact of the COVID-19 pandemic on TESD schools.

Success Indicators:

- The Reopening 2020-2021 hub on the TESD website will provide timely information and resources to stakeholders.
- Regular updates will be provided to parents and the broader school community using email and text messaging as well as the TESD e-newsletter.
- Links to live, virtual meetings will be available on the TESD website as pandemic conditions warrant.

Objective 7.1 To create and maintain a Reopening Schools section on the TESD website to provide updates and resources to stakeholders.

Start: July 2020 Complete: Ongoing

Primary Responsibility: Chris Connolly
Support: All Administrators

Objective 7.2 To provide regular email and text updates to parents about reopening, integrated instruction and other pandemic conditions related to schools.

Start: July 2020 Complete: Ongoing

Primary Responsibility: Chris Connolly
Support: All Administrators

Objective 7.3 To continue to communicate with T/E families and the community regarding changes to large-scale standardized tests including PSSAs,

PSATs, SATs and Keystone Exams.

Start: July 2020
Complete: Ongoing
Primary Responsibility: Mark Cataldi

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Support: Building Principals, Chris Connolly

Objective 7.4 To provide access to virtual District and School Board meetings as

warranted by pandemic conditions and state guidance.

Start: July 2020

Complete: Ongoing

Primary Responsibility: Mike Szymendera

Support: Chris Connolly

STAFF DEVELOPMENT

Context: As teachers continue to implement effective and engaging instructional practices designed to meet the needs of all students, the District will continue to provide the appropriate professional development. In addition, staff development initiatives will support the continuing implementation of the 2014-2020 District Strategic Plan. Further, related to many aspects of the Strategic Plan, the District will provide professional development focused on strategies and resources that can more fully support an equitable learning environment for all students.

Goal 8:

To provide support for all teachers as they design and implement effective instructional practices, while continuing to focus on strategies that strengthen instruction and initiatives that address the District's Strategic Plan.

Success Indicators:

- Teachers and staff are provided with support and professional development to help them successfully navigate various instructional models
- Additional and ongoing opportunities are implemented for professional development focused on issues of equity and anti-racism

Objective 8.1

As teachers continue to implement effective and engaging instructional practices designed to meet the needs of all students, the District will continue to provide the appropriate professional development. In particular, the District will provide opportunities for staff development in areas directly related to successful instructional practice in virtual, integrated and face to face settings.

Start: July 2020
Complete: Ongoing
Primary Responsibility: Wendy Towle

Support: Shannon Downing, Horace Rooney, Oscar

Torres

Objective 8.2

To continue to support staff in developing a culture that promotes an environment of equity and anti-racism where all students can develop to their highest potential.

Start: July 2020

Complete: Ongoing

Primary Responsibility: Wendy Towle

Timiary Responsibility: Wellay Towie

Support: Building Principals, Shannon Downing,

Horace Rooney, Oscar Torres

FACILITIES

Context: The administration will continue to review enrollment patterns and programming needs to ensure that facilities are available to deliver approved programs. The long-range capital facilities plan will be prioritized and implemented with Board approval.

Goal 9: To ensure that District facilities are adequate to deliver both current programs and forecasted new programs for District students.

Success Indicators:

- Room utilization reports will be completed with each principal.
- Priority list of District facilities needs is presented at public meetings in September and October to inform the Finance Committee of capital funding needs for the upcoming year.
- Board-approved projects are completed to a point that school can open. The job completion report is subsequently presented at a public meeting.
- Reports of continuing efforts in sustainable environmental and energy efficient
 practices are highlighted as part of the projects that are presented in public Facilities
 Committee meetings in advance of Board approval.
- Objective 9.1 To continue to review building capacity projections from the latest Demographic Study update in order to explore options to ensure the availability of adequate space for the instructional program based on student enrollment patterns and projections.

Start: September 2020
Complete: December 2020
Primary Responsibility: Wendy Towle
Support: Art McDonnell

Objective 9.2 To develop and present to the Board Facilities Committee a priority list of District facilities needs derived from the District infrastructure report for alignment with District budget development.

Start: September 2020
Complete: December 2020
Primary Responsibility: Art McDonnell
Support: Colm Kelly

Objective 9.3 To complete Board-approved projects designated in the Capital Plan for the 2020-2021 school year and an analysis of the field needs for the opening of the schools in September 2020.

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Start: July 2020

Complete: June 2021

Primary Responsibility: Art McDonnell

Support: Colm Kelly

Objective 9.4 To support District efforts to promote a sustainable environment and

continue to investigate opportunities to incorporate additional energy

efficient practices.

Start: September 2020

Complete: June 2021

Primary Responsibility: Art McDonnell

Support: Colm Kelly

Objective 9.5 To continue the CHS Expansion and Renovation Project including working

with the Finance Committee on complete funding of the project.

Start: July 2020

Complete: Ongoing

Primary Responsibility: Art McDonnell

Support: Colm Kelly

HUMAN RESOURCES

Context: The District faces tremendous challenges related to staffing due to the extraordinary circumstances presented by the Coronavirus Pandemic. This will require constant vigilance in monitoring changing employment laws, recruitment, communicating information to supervisors and staff and working with individual staff members regarding their specific circumstances. The collective bargaining agreement between the District and the Tredyffrin/Easttown Non-Instructional Group (TENIG) expires June 30, 2021. As required by School Code, negotiations must commence no later than January 2021. This will not only require data gathering and analysis, but also participation in negotiations and Board executive sessions. Additionally, it remains critical to work to secure staff members and vendor-provided staff who represent diverse backgrounds through both traditional and nontraditional staffing sources.

Goal 10: To continuously monitor and adjust to the rapidly changing staffing demands presented as a result of the Coronavirus Pandemic, to begin the process of contract negotiations with TENIG, and to continue to seek candidates for positions who represent diverse backgrounds.

Success Indicators:

- Sufficient staffing to successfully deliver the instructional program.
- Contract settlement or significant progress toward contract settlement.
- Additional employees and vendor provided employees who represent diverse backgrounds.

Objective 10.1 To address the rapidly changing staffing needs presented due to the

Coronavirus Pandemic

Start: July 2020 Complete: Ongoing

Primary Responsibility: District Administration/Jeanne Pocalyko

Support: Principals, Directors and Supervisors

Objective 10.2 To participate in the negotiations process with TENIG.

Start: No later than January 10, 2021

Complete: July 2021

Primary Responsibility: District Administration

Support: District appointed Negotiations Attorney

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Objective 10.3 To continue to explore traditional and nontraditional sources of staffing

in order to secure an increasingly more diverse workforce.

Start: July 2020 Complete: Ongoing

Primary Responsibility: District Administration/Jeanne Pocalyko

Support: Principals, Directors, Supervisors

Report of the Superintendent and Administrative Staff to the Tredyffrin/Easttown Board of School Directors

August 24, 2020 Regular Board Meeting 7:30 P.M.

AGENDA MATERIALS

IX, Consent Agenda

VIA: Richard Gusick, Superintendent of Schools

Action Under Consideration: That the Board of School Directors approves the following Recommended Actions under the Consent Agenda (IX):

- A. Minutes of the July 29, 2020 Special Board Meeting
- B. Preliminary Authorization of Accounts Payable and Payroll
- C1. Routine Personnel Actions
- C2. Contracted Services for the 2020-2021 School Year
- C3. Athletic Position Recommendations for the 2020-2021 School Year
- D1. Additional 2020 Summer Workshops and Participants
- D2. 2020-2021 Revised Calendar
- E1. Authorization to Prepare Specifications and Solicit Bids for 2021-2022 School Year
- E2. Agreement with Kanopy, Inc.
- E3. Agreement with EBSCO Publishing, Inc.
- E4. Addendum to the Agreement with Reconstructive Orthopaedic Associates II, LLC
- F1. Educational Services Agreement
- F2. Contract with Alternate Private School
- F3. Addendum Agreement with Austill's Rehabilitation Services
- F4. Agreement with CCIU Brandywine Virtual Academy
- F5. Authorization of Diplomas

Although Board action is required, it is generally unnecessary to hold discussion on these items. With the consent of all members, they are therefore grouped, and approval is given in one motion. In the event a Board member wants to discuss any item, the Board President will move it to an appropriate place on the agenda. A Board member may vote no or abstain with respect to Consent Agenda items without the need for removing the item from the Consent Agenda.

Consent IX, A: Minutes of the July 29, 2020 Special Board Meeting

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the minutes of the July 29, 2020 Special Board Meeting (see attachment):

The Tredyffrin/Easttown Board of School Directors met virtually in special session on the above date.

Members present: Kyle Boyer, Michele Burger, Scott Dorsey, Roberta Hotinski, Mary Garrett Itin, Todd Kantorczyk, Stacy Stone, Sue Tiede and Tina Whitlow.

Others in virtual attendance:

Dr. Richard Gusick, Superintendent;

Arthur J. McDonnell, Business Manager/Board Secretary;

Elizabeth Butch, Controller;

Ken Roos, Solicitor;

Jeanne Pocalyko, Director of Human Resources;

Dr. Chris Groppe, Pandemic Coordinator;

Dr. Wendy Towle, Director of Curriculum. Instruction. Staff Development and Planning;

Mark Cataldi, Director of Assessment and Accountability;

Dr. Mike Szymendera, Director of Technology;

Dr. Oscar Torres, Director of State and Federal Programs/Curriculum Supervisor;

Ellen Turk, School Safety Coordinator:

Nicole Roy, Acting Director of Individualized Student Services;

Lisa Snyder, Special Education Supervisor;

Katie Parker, Special Education Supervisor;

Jeanne Braun, Coordinator of Volunteer Services;

Dr. Stephanie Demming, Principal, Beaumont Elementary;

Dr. Todd Parker, Principal, Devon Elementary;

Michele Staves, Principal, Hillside Elementary;

Dr. Patrick Gately, Principal, New Eagle Elementary;

Rebecca Wills, Principal, Valley Forge Elementary;

Dr. Andy Phillips. Principal, T/E Middle;

Orlando Carvajal, Acting Assistant Principal, T/E Middle;

Matt Gibson, Principal, Valley Forge Middle;

Dr. Matt Sterenczak, Assistant Principal, Valley Forge Middle;

Dr. Amy Meisinger, Principal, Conestoga;

Dr. Patrick Boyle, Assistant Principal, Conestoga;

Chandra Singh, Assistant Principal, Conestoga;

Kevin Pechin, Athletic Director, Conestoga

Call to Order and Salute to the Flag

Arthur J. McDonnell, Secretary to the Board of School Directors, took attendance of Board Members.

Suspension of Policy 9314

In order to comply with guidance from the Governor regarding public meetings, the Board of School Directors suspended Policy 9314 to the extent that it limits the number of Board members who can participate remotely in a regular scheduled Board meeting. This suspension allowed all members of the Board to participate remotely in this meeting.

Comments/Questions from Community Members

None.

Priority Discussion/Action

Tredyffrin/Easttown School District Reopening Plan

In order to promote the safe and orderly operation of the School District's educational program during the COVID-19 pandemic, it is recommended that the Board of School Directors approve the attached Reopening Plan. It is recommended that the Board of School Directors authorizes the Superintendent or his designee to take any other actions the Superintendent deems appropriate, without further Board approval, to ensure the safety of participating students to the extent authorized by law and irrespective of

any policies that may be to the contrary, including minor revisions to the Health and Safety Plan or Continuity of Education Plan. The action will also approve updated Health and Safety Plans for In-Person Staff and Student meetings and Athletic Activities. The Board of School Directors also approves the TESD Emergency Instructional Time Plan Pursuant to Section 520.1 of the Public School Code, as attached, and authorizes the Superintendent or designee to submit such plan to the Pennsylvania Department of Education for approval in the form and manner prescribed by the Pennsylvania Department of Education. Upon approval of the Emergency Instructional Time Plan by the Pennsylvania Department of Education, such Emergency Instructional Time Plan shall become part of the District's Health and Safety Plan. To the extent that the procedures outlined in the Emergency Instructional Time Plan, in its current form or as amended in the future, conflict with any applicable Board Policy or Administrative Regulation, the approval by the Board of the Emergency Instructional Time Plan and any amendment(s) thereto shall also be considered approval of an exception to the Policy or Administrative Regulation in conflict for the limited purpose of carrying out the provisions of the Emergency Instructional Time Plan. Any action taken by the Superintendent or his designee in accordance with this authorization. shall be deemed to be the action of this Board. Such action shall be confirmed by the Board no later than at its next regular Board meeting.

Dr. Gusick and Dr. Groppe presented details and background on the Tredyffrin/Easttown School District Reopening Plan.

Board Discussion

- Scott Dorsey commented on the School District Reopening Plan.
- Sue Tiede commented on the School District Reopening Plan.
- Tina Whitlow commented on the School District Reopening Plan.
- Roberta Hotinski commented on the School District Reopening Plan.
- Stacy Stone commented on the School District Reopening Plan.

Public Comment

- Mike Dwyer commented on the School District Reopening Plan.
- Freudenberg Family commented on the School District Reopening Plan.
- Elisaveta Mihovska commented on the School District Reopening Plan.
- Andy Will commented on the School District Reopening Plan.
- Tracy Grigoriades commented on the School District Reopening Plan.
- Heather Guerin commented on the School District Reopening Plan.
- Clint Burks commented on the School District Reopening Plan.
- Nieta Shapiro commented on the School District Reopening Plan.
- Jason Olcese commented on the School District Reopening Plan.
- Zach Sheeran commented on the School District Reopening Plan.
- Jennifer Shields commented on the School District Reopening Plan.
- John Walter commented on the School District Reopening Plan.
- Jared Rakes commented on the School District Reopening Plan.
- Mike Lytoris commented on the School District Reopening Plan.
- David and Christina Shackleford commented on the School District Reopening Plan.
- Nancy Coradi commented on the School District Reopening Plan.
- Katrina Von Hoyer Costas commented on the School District Reopening Plan.
- Michael Bradley commented on the School District Reopening Plan.
- Subah Gupta commented on the School District Reopening Plan.
- Laura Wurzer commented on the School District Reopening Plan.
- Francine Danenhower commented on the School District Reopening Plan.
- Rebecca Clouser commented on the School District Reopening Plan.
- Chris Valenti commented on the School District Reopening Plan.
- Amy Benchener commented on the School District Reopening Plan.
- Silvio De Santis commented on the School District Reopening Plan.
- Lynn Orr commented on the School District Reopening Plan.
- Ramya Narayan commented on the School District Reopening Plan.
- Lisa Gregory commented on the School District Reopening Plan.

- Michael and Charlene Barnaba commented on the School District Reopening Plan.
- Kathleen Mascaro-Sukley commented on the School District Reopening Plan.
- Pritam Potnis commented on the School District Reopening Plan.
- Eric and Aaron Mierzwa commented on the School District Reopening Plan.
- Cindy Krapels commented on the School District Reopening Plan.
- Kristine Adams commented on the School District Reopening Plan.
- Kaitlin Barry commented on the School District Reopening Plan.
- Brian Donadio commented on the School District Reopening Plan.
- Wendy Brooks commented on the School District Reopening Plan.
- Gwendolyn Ponder commented on the School District Reopening Plan.
- Anastasia Sheffler-Wood, Esg. commented on the School District Reopening Plan.
- Melissa Aufiero commented on the School District Reopening Plan.
- Karen Huang commented on the School District Reopening Plan.

Board Discussion

- Mary Garrett Itin commented on the School District Reopening Plan.
- Michele Burger commented on the School District Reopening Plan.
- Todd Kantorczyk commented on the School District Reopening Plan.
- Sue Tiede commented on the School District Reopening Plan.
- Kyle Boyer commented on the School District Reopening Plan.
- Scott Dorsey commented on the School District Reopening Plan.

Roll Call Vote

Kyle Boyer – Yes
Roberta Hotinski – Yes
Scott Dorsey – Yes
Mary Garrett Itin – Yes
Todd Kantorczyk – Yes
Stacy Stone – Yes
Sue Tiede – Yes
Tina Whitlow – Yes
Michele Burger – Yes

Tina Whitlow moved, then the motion was seconded, that the Board of School Directors approved the School District Reopening Plan. The motion passed 9-0.

Consent Agenda

Minutes of the June 29, 2020 Special School Board Meeting

The Board of School Directors approved the minutes of the June 29, 2020 Special School Board Meeting.

Routine Personnel Actions

Resignations/Releases/Retirements

The Board of School Directors approved the following resignations/releases/retirements:

Martin Dorsey, security, Conestoga High, resignation, effective 7/24/2020

Moira Gannon, secretary "B", Conestoga High, resignation, effective 8/5/2020 Louise Menna, cafeteria, Conestoga High, retirement, effective 7/1/2020

Nancy Rubin. (.5) teacher. Beaumont Elementary, resignation, effective 7/9/2020

Kelly Smart, teacher, Conestoga High, resignation, effective 6/30/2020

Susan Smith, teacher, Valley Forge Middle, resignation, effective 7/16/2020

Philip Taffe, custodial supervisor, District, retirement, effective 7/31/2020

Leaves of Absence in Accordance with Policy 4200; 4220; 4600

The Board of School Directors approved the following leave of absence in accordance with policies 4200; 4220; 4600 (Absences and Leaves Due to Illness, Injury and Disability; Family and Medical Leaves of Absence; Sabbatical Leave for Restoration of Health):

- Heather Bailey, teacher, Conestoga High, unpaid leave without benefits, effective 2020-21 school vear
- Robert Snyder, custodian, New Eagle Elementary, unpaid leave, effective 7/27/2020 to 8/25/2020

Appointments

- The Board of School Directors approved the following appointments, changes in position and/or location: Theresa Bowser, teacher, 2020 District Summer Aspire Math Program, at an hourly rate of \$55.00 Harvey Brown, summer custodian, Valley Forge Middle, at an hourly rate of \$11.78,effective 6/15/2020 to 8/21/2020
 - Shawnette Brown, teacher, Professional Employee Contract, Beaumont Elementary, salary based and prorated on an annual salary of \$105,439, effective 7/1/2020*
 - Orlando Carvajal, acting assistant principal extension, T/E Middle, salary based and prorated on annual salary of \$118,989, effective through 8/14/2020
 - Fortunata Colbert, summer custodian, TEAO, at an hourly rate of \$11.78, effective 6/15/2020 to 8/21/2020
 - Jim DeLecce, summer maintenance, District, at an hourly rate of \$14.05, effective 6/15/2020 to 8/21/2020
 - Dora DiFranceso, summer custodian, Devon Elementary, at an hourly rate of \$11.78, effective 6/15/2020 to 8/21/2020
 - Louise Gardner, summer security, T/E Middle, at an hourly rate of \$12.48, effective 6/15/2020 to 8/21/2020
 - Dominique Gesualdi, teacher, Temporary Professional Employee Contract, Beaumont Elementary, salary based and prorated on an annual salary of \$67,644, effective 7/1/2020*
 - Jana Golboro, teacher, Temporary Professional Employee Contract, Elementary Schools, salary based and prorated on an annual salary of \$64,056, effective 7/1/2020*
 - Deborah Gordon, change in FTE to (.8), 10-month secretary "C", TEAO, effective 8/24/2020
 - Kevin Hacker, (.9) FTE teacher, Temporary Professional Employee Contract, Beaumont Elementary and Valley Forge Middle School, salary based and prorated on an annual salary of \$54,655, effective 7/1/2020*
 - Lynn Hampton, summer custodian, T/E Middle, at an hourly rate of \$11.78, effective 6/15/2020 to 8/21/2020
 - Lindsay Heron, secretary "B", TEAO, at an hourly rate of \$20.07, effective 7/22/2020
 - Doris Howard, summer custodian, T/E Middle, at an hourly rate of \$11.78, summer security, T/E Middle, at an hourly rate of 12.48, effective 6/15/2020 to 8/21/2020
 - Lisa Magargal, school nurse, Temporary Professional Employee Contract, Hillside & Valley Forge Elementary, salary based and prorated on an annual salary of \$53,425, effective 7/1/2020*
 - Michelle Mattioni, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$67,644, effective 7/1/2020
 - Terri McClennon, summer security, Devon Elementary, at an hourly rate of \$12.48, effective 6/15/2020 to 8/21/2020
 - Gennale McKissick, summer security, New Eagle Elementary, at an hourly rate of \$12.48, effective 6/15/2020 to 8/21/2020
 - Habib Nicolas, summer maintenance, District, at an hourly rate of \$14.05, effective 6/15/2020 to 8/21/2020
 - Sean O'Hara, summer maintenance, District, at an hourly rate of \$14.05, effective 6/15/2020 to 8/21/2020
 - Mary Anne Reilly, summer custodian, Devon Elementary, at an hourly rate of \$11.78, effective 6/15/2020 to 8/21/2020
 - Laine Rothe, tutor, 2020 ESY Program, at an hourly rate of \$55.00
 - Mariana Serna Gallego, custodian, change in location assignment to Conestoga High, effective 6/29/2020
 - Richard Smith, teacher, 2020 District Summer Aspire Math Program, at an hourly rate of \$55.00 Christine Switucha, summer custodian, New Eagle Elementary, at an hourly rate of \$11.78, effective 6/15/2020 to 8/21/2020
 - Josephine Taafe, summer security, Conestoga High, at an hourly rate of \$12.48, effective 6/15/2020 to 8/21/2020

Jaclyn Wahlers, change in FTE to (.1875), health room nurse, District, effective 7/20/2020

* Employment contingent upon appropriate Personnel processing and State and Federal requirements.

Probationary Period Wage Adjustment

The Board of School Directors approved the following wage adjustment consistent with the Collective Bargaining Agreement for the following employees who has completed their 90-day probationary period: Kristen Lodge-Schilgen, secretary "B"/bookkeeper, Valley Forge Middle, effective 7/7/2020 Jonathan McCaughern, maintenance, District, effective 7/15/2020

CCRES 2020-2021 Schedule "C" Addendum

The Board of School Directors approved the attached CCRES 2020-2021 Schedule "C" Addendum to the Agreement for Services with CCRES. The agreement between the District and CCRES that is currently in place was previously approved by the Board and is in effect until June 30, 2021.

Additional 2020 Summer Workshops and Participants

The Board of School Directors approved the following workshops and participants at a rate of \$40 per hour in accordance with School Board Policy #4505 and the negotiated agreement.

The workshops and participants listed below are recommended for approval by the Board of School Directors in order to carry out the educational program planned for the 2020 – 2021 school year.

Re-Opening Preparation

Date: July/August 2020- 3 days

Time: 4 hours per day Facilitator: Katie Parker

Participants: All Special Education Teachers

Participants will reconfigure their classrooms in accordance with CDC guidelines for safe social distancing. Special Education Teachers will prepare for the practice of Live Streaming lessons.

Close out Documentation

Date: July/August Time: 4 hours - 2 days Facilitator: Katie Parker

Participants: All Special Education Teachers

Participants will finalize, print and file 5 essential documents related to meetings and evaluations that occurred during the closure of schools from March 13 to June 2020. They will also ensure that all documents are delivered to TEAO so that they may be processed appropriately.

Paraprofessional Guideline Preparation

Date: July/August Time: 4 hours - 2 days Facilitator: Katie Parker

Participants: Select Special Education Teachers

Participants and BCBAs will prepare guidelines for paraprofessionals for the start of school year, specifically related to CDC guidelines and COVID-19.

Intensive Teaching Preparation

Date: July/August Time: 4 hours - 2 days Facilitator: Katie Parker

Participants: Select Special Education Teachers

Participants and BCBAs will prepare for implementation of Intensive Teaching for student with intensive needs.

Re-Opening Preparation for Mental Health Specialists

Date: July/August Time: 4 hours - 2 days Facilitator: Chris Groppe

Participants: 5 Mental Health Specialists

Participants will review supports and services that are needed for students. They will work on and create appropriate delivery models to align with any aspect of our reopening plan.

Re-Opening Preparation for Multi-tiered Intervention Teacher

Date: July/August 2020 Time: 4 hours - 3 days Facilitator: Chris Groppe

Participants: 4 Multi-tiered Intervention Teachers

Participants will review supports and services that are needed for students. They will work on and create appropriate delivery models to align with any aspect of our reopening plan.

Implementing Equitable Instructional Practices- Accelerated World History

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: Corey Davison, Aaron Lockard, Susan Milliken, Kevin Nerz

Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- Honors World History

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: Meaghan Klagholz, Aaron Lockard, Emily McGready, Susan Milliken, TBD Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- AP World History

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: Aaron Lockard and Emily McGready

Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- Accelerated and Honors United States History

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: Michael Cruz, Justin Davey, Mark Flores, Brian Gallagher, John Herd,

Mike Palmatier, Seth Schweitzer, TBD

Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the

development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- AP United States History

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: Merri Gardner and Katie Walter

Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- Accelerated and Honors United States

Government
Date: 2 Days TBD
Time: 8:00 am-1:00 pm
Location: CHS

Director: Matthew Sterenczak

Participants: David Anderson, Corey Davison, Merri Gardner, Seth Schweitzer, Katie Walter Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Implementing Equitable Instructional Practices- AP United States Government

Date: 2 Days TBD Time: 8:00 am-1:00 pm

Location: CHS

Director: Matthew Sterenczak

Participants: David Anderson, Jonathan Goodman, Blake Stabert

Participants will collaborate to examine the existing course curriculum and develop clear plans for implementing equitable instructional practices. A primary outcome of this work will be the development of either a revised curriculum document or the creation of a new curriculum document. Specific items to be addressed through this work will be the inclusion of Social Justice Standards and Essential Questions, reviewing all resources used with students and taking steps to ensure that all perspectives and voices are represented in our curriculum and examining nature of our assessments and equity within our grading practices.

Kindergarten Science Date: 2 days; TBD Time: 8:00 am to 1:00 pm

Directors: Nancy Adams/Shannon Downing

Participants: 5 kindergarten teachers

Participants will align the Kindergarten Science program with the new Reading Program.

Reopening Preparation
Date: July/August 2020 TBD

Time: Multiple days - 5 hours per day

Facilitator: Wendy Towle

Participants: All Faculty K-12 as needed

Led by the curriculum supervisors, participants will continue to engage in planning, training and collaboration needed to successfully implement the various aspects of the District's reopening plan. Workshops will include focus on both curriculum and instruction and additional training in technology tools and resources.

Acceptance of Gifts

The Board of School Directors accepted with pleasure and appreciation the following donations:

Class of 1958 argyle sweater donated by C. Lee Rimel to the Conestoga High School valued at \$25.

A monetary donation was donated by Katharine Mayer to the Tredyffrin/Easttown School District.

\$750 donated by the Fourth Grade Class from the New Eagle Elementary School Parent Teacher

Organization to the New Eagle Elementary School.

A thank you note will be sent to the above by the Secretary to the Board.

Educational Services Agreements

The Board of School Directors approved an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for educational services for the Extended School Year 2020, 2020-2021 and 2021-2022 school years at a total cost not to exceed \$92,341.

The Board of School Directors approved an Educational Services Agreement for a District student with special needs to reimburse the family for Extended School Year services unilaterally provided by the family from June 11, 2020 through August 30, 2020 in an amount not to exceed \$1,080.

The Board of School Directors approved an Educational Services Agreement for a District student with special needs to reimburse the family for Extended School Year services unilaterally provided by the family from June 11, 2020 through August 30, 2020 in an amount not to exceed \$925.

Contracts with Approved Private Schools

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for a District student. This contract covers Extended School Year Program from July 6, 2020 through July 29, 2020 at a cost not to exceed \$4,083.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for a District student. This contract covers Extended School Year program from July 6, 2020 through July 29, 2020 at a cost not to exceed \$4,083.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for a District student. This contract covers Extended School Year program from July 6, 2020 through August 7, 2020 at a cost not to exceed \$6,544.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for a District student. This contract covers a Vocational Immersion Program from July 13, 2020 through August 7, 2020 at a cost not to exceed \$3.100.

Agreement with LearnWell Services

The Board of School Directors approved an agreement between LearnWell Services and the Tredyffrin/Easttown School District to provide educational services to students.

Addendum to the Agreement with Lexia Learning Systems LLC

The Board of School Directors approved an addendum to the agreement between Lexia Learning systems LLC and the Tredyffrin/Easttown School District to provide an online learning platform for District students.

Tina Whitlow moved, then the motion was seconded, that the Board of School Directors approve the Consent Agenda. The motion passed 9-0.

Other Actions Under Consideration

None.

Information

School Board Meetings

Ken Roos, Solicitor, stated that there were two executive sessions since the last Board meeting for the following reasons:

July 7, 2020 at 7:00 pm – Litigation and Personnel. July 29, 2020 at 6:30 pm – Labor Relations and Litigation.

Future School Board Meetings

Monday, August 24, 2020, Regular Board Meeting - 7:30 p.m., location to be determined

Tuesday, September 29, 2020, Regular Board Meeting - 7:30 p.m., location to be determined

Announcements

None.

Scott Dorsey moved, then the motion was seconded to adjourn the meeting. The motion passed 9-0.

The meeting adjourned at 1:35 am on July 30, 2020.

Submitted by,

Arthur J. McDonnell Board Secretary

(minutes prepared by M. Durante)

Consent IX, B: Preliminary Authorization of Accounts Payable and Payroll

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves payment of current invoices and payroll as stated below:

FURTHER RESOLVED, that the Treasurer is authorized to pay current invoices and payroll from the General Fund not to exceed the amount of \$28,000,000.00 for the month of September.

Consent IX, C, 1: Routine Personnel Actions

VIA: Jeanne Pocalyko, Director of Human Resources

1. Resignations/Releases/Retirements

Action Under Consideration: That the Board of School Directors approves the following resignations/releases/retirements:

Denise Basquill, secretary, New Eagle Elementary, retirement, effective 12/31/2020

Hannah Blake, teacher, Long-Term Substitute Contract, Hillside & Valley Forge Elementary, resignation, effective 8/12/2020

Constance Bourque, paraeducator, Beaumont Elementary, retirement, effective 8/18/20

Martha Engle, substitute nurse, District, resignation, effective 8/17/2020

Mariana Serna-Gallego, custodian, Hillside Elementary, abandonment of position, effective July 29, 2020

William Turley, teacher, T/E Middle, retirement, effective 6/12/2020

Lori Henry-Watson, teacher, T/E Middle, retirement, effective 11/23/2020

2. Leaves of Absence in Accordance with Policy 4200; 4220; 4600

Action Under Consideration: That the Board of School Directors approves the following leaves of absence in accordance with policies 4200; 4220; 4600 (absences and Leaves Due to Illness, Injury and Disability; Family and Medical Leaves of Absence; Sabbatical Leave for Restoration of Health):

Christy Saddic-Cosgrove, teacher, Valley Forge Middle, sabbatical leave for 2020-2021 school year

Jessica Gallo, teacher, New Eagle Elementary, unpaid leave without benefits, effective for the 2020-2021 school year

Kelly Hess, teacher, Valley Forge Elementary, sabbatical leave for 1st semester of the 2020-2021 school year

Dori Madigan, teacher, Conestoga High, unpaid leave without benefits, effective for the 2020-2021 school year

3. Appointments

Action Under Consideration: That the Board of School Directors approves the following appointments; changes in position and/or location:

Derek Bosworth, teacher, Temporary Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of \$53,425, effective 8/1/2020*

Theresa Bowser, teacher, voluntary demotion to (.5) FTE, all elementary schools, effective 8/17/2020

Jacqueline Carlin, teacher, Long Term Substitute Teacher Contract, Beaumont Elementary, salary based and prorated on an annual salary of \$53,425, effective 8/24/2020 to 6/30/2021*

Elizabeth Chapman, teacher, Long Term Substitute Teacher Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$55,321, effective 8/1/2020 to 6/30/2021*

Christina Clark, teacher, Temporary Professional Employee Contract, T/E Middle, salary based and prorated on an annual salary of \$62,518, effective 8/1/2020*

Louise Cook, change in FTE to (.56), health room nurse, Conestoga High, effective 8/24/2020

Sydney Coughlin, teacher, Long Term Substitute Teacher Contract, Devon Elementary, salary based and prorated on an annual salary of \$59,750, effective 8/1/2020 to 6/30/2021

Karen Coyne, teacher, change in assignment location to New Eagle Elementary, effective 8/24/2020

Deirdre Della Polla, change to secretary "B", Conestoga High, at an hourly rate of \$20.07, effective 8/31/2020

Maria DeLora Deltoro, (.6) FTE teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$64,056, effective 8/24/2020 to 1/12/2021*

Anne Dougherty, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$57,956, effective 8/1/2020*

Rachel Downing, teacher, Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of \$81,049, effective 8/1/2020*

Kevin Hacker, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$54,655, effective 8/01/2020

Cheryl Hutchinson, (.5) FTE teacher, Long Term Substitute Teacher Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$107,955, effective 8/01/2020 to 6/30/2021*

Daniel Kinkade, teacher, Long Term Substitute Teacher Contract, Devon Elementary, salary based and prorated on an annual salary of \$54,655, effective 8/1/2020 to 6/30/2021*

Heather Kornfeld, teacher, Long Term Substitute Teacher Contract, Valley Forge Elementary, salary based and prorated on an annual salary of \$59,750, effective 8/25/2020 to 1/25/2021*

Marissa Martini, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of \$53,425, effective 8/01/2020 to 6/30/2021*

Erin McCarrick, teacher, Temporary Professional Employee Contract, T/E Middle and Valley Forge Middle, salary based and prorated on an annual salary of \$53,425, effective 8/01/2020

Karen McCarty, secretary" C", TEAO, hourly rate of \$17.83, effective 9/7/2020*

Caitlin McDonough, teacher, change in assignment to Conestoga High, effective 8/18/2020

Jennifer McKenzie, teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$55,321, effective 8/1/2020 to 1/25/2021

Morgan Miller, teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$56,521, effective 8/01/2020 to 1/25/2021*

Debra Molinaro, security, T/E Middle, at an hourly rate of \$25.60, effective 8/31/2020

James Moran, teacher, change of assignment location to Conestoga High, effective 8/24/2020

Wendy Prothero, teacher, change of assignment to Temporary Teacher on Special Assignment, effective for the 2020-2021 school year

Erin Redding, teacher, Long Term Substitute Teacher Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$59,750, effective 8/1/2020 to 6/30/2021

Marina Riese, (.6) FTE teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$57,956 effective 8/25/2020 to 6/30/2021*

David Rubert, teacher, Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of \$59,368, effective 8/1/2020*

Dion Stokes, custodial supervisor, salary of \$81,000 and 1% prorated bonus June 2021, effective 8/17/2020

Katie Van Thuyne, teacher, change of assignment to Temporary Teacher on Special Assignment, effective for the 2020-2021 school year

Mary Ward, teacher, Long Term Substitute Teacher Contract, T/E Middle, salary based and prorated on an annual salary of \$57,956, effective 8/1/2020 to 1/25/2021

AnnMarie Winfield, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of \$54,655, effective 8/01/2020 to 6/30/2021*

Derrick Wood, temporary teacher, change of assignment to Teacher on Assignment for Technology, District, effective for the 2020-2021 school year

Robert Zachary Young, teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$53,425, effective 8/1/2020 to 6/30/2021*

Samantha Zeller, teacher, Temporary Professional Employee Contract, Beaumont Elementary, salary based and prorated on an annual salary of \$54,655, effective 8/1/2020

* Employment contingent upon appropriate Personnel processing and State and Federal requirements.

4. Tenure

Action Under Consideration: That the Board, pursuant to the Teacher Tenure Act, approves professional employment contracts with the following employees effective July 1, 2020:

Guadalupe Baldizon Maria Marano Ashley Blanks Catherine McKee Steven Chiorazzi Kelly McKee James Moran Leah Ann Coary Keri Phillips Joellen Corrocher Danielle Poulin Valerie Cunningham Joyanna Daniel Kirby Turner Megan Desjardins Casey Young Alexander Foulke

5. Volunteer Report

Action Under Consideration: That the Board of School Directors acknowledges with appreciation the contributions of the following school volunteers:

DISTRICT VOLUNTEERS

Summer Food Program

Amy Alvarez	Ame Austin	Anne Bailey	Martha Belyea
Anne Bondi	Kerry Derstine	Milind Dhamankar	Kathy Hydier
Mary Garrett Itin	Hank Lloyd	Shefali Macedo	Margaret MacKenzie
Kate Miller	Kristy Moesler	Karen Murphy	Kate Murphy
Alessandra Nicolas	Heidi Powel	Karen Reaume	Jennifer Roessler
Tiffany Roibu	Avis Rueger	Megan Schwartz	Cyndi Stains
Marie Thibault	Judimarie Thomas	Latha Vasireddy	Lindsey Weber
Beth Zatuchni	Julie Zatuchni		

Consent IX, C, 2: Contracted Services for the 2020-2021 School Year

VIA: Jeanne Pocalyko, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the following vendor to provide services during the 2020-2021 school year:

Contractor	Description of Work	Rates		
Premiere Speakers Bureau	Licenses for Online Professional Development	\$60 - \$70 per		
_	Courses	course		

Consent IX, C, 3: Athletic Position Recommendations for the 2020-2021 School Year

VIA: Jeanne Pocalyko, Director of Human Resources

Action Under Consideration: That the Board of School Directors confirms the administrative recommendations for the athletic positions for the 2020-2021 school year at the stipends set forth in the attached list:

School	Type Coach	Sport	Employee	Step	Annual Stipend
CHS		Asst to Athletic Director	Jessica McCloskey	2	\$19,220.00
CHS		Cheerleading	Margaret Cannon	2	\$4,099.00
CHS	Head	Cross Country	Richard Hawkins	2	\$5,989.00
CHS	Asst	Cross Country	Megan Robinson	1	\$2,198.00
CHS	Asst	Cross Country (flex)	Beata Artz	1	\$1,172.88
CHS	Asst	Cross Country (flex)	Amy Hawkins	1	\$1,200.00
CHS	Asst	Cross Country	Alexander Rives	1	\$2,639.00
CHS	Head	Football	Matthew Diamond	2	\$8,825.00
CHS	Asst	Football	Justin Davey	1	\$3,736.00
CHS	Asst	Football	Eric Javie	1	\$3,736.00
CHS	Asst	Football	C. Gordon Davis	2	\$5,359.00
CHS	Head	Football - Freshman	Aaron Lockard	1	\$3,957.00
CHS	Asst	Football - Freshman (.5)	Patrick Humbert	1	\$1,616.00
CHS	Head	Golf	John Jones	2	\$4,728.00
CHS	JV	Golf	Brian Gallagher	1	\$2,198.00
CHS	Developmental	Golf	James Moran	1	\$1,200.00
CHS	Head	Hockey - Varsity	Regan Teti	1	\$5,274.00
CHS	Asst	Hockey	Karen Gately	2	\$2,916.00
CHS	Asst	Hockey - JV	Jean Allen	1	\$1,649.00
CHS	Asst	Hockey - JV	Katherine Barthelmeh	1	\$1,649.00
CHS	Head	Soccer - boys	David Zimmerman	2	\$7,566.00
CHS	Asst	Soccer - boys	Blake Stabert	2	\$2,916.00

CHS	Head	Soccer - boys (FR)	Charles Erwin	2	\$4,413.00
CHS	Head	Soccer - girls	Benjamin Wilson	1	\$5,274.00
CHS	Asst	Soccer - girls	Brittany Nicoline	1	\$2,198.00
CHS	JV	Soccer - girls	Ashley Blanks	1	\$3,298.00
CHS	JVB	Soccer - girls	Caitlin Wilson	1	\$3,298.00
CHS	Head	Tennis - girls	Brittany Aimone	2	\$5,359.00
CHS	Asst	Tennis - girls	Marsha Faas	1	\$2,417.00
CHS	Head	Volleyball	Diana Felker	2	\$5,359.00
CHS	Asst	Volleyball	Olivia Kunc	1	\$2,198.00
CHS		Intramurals	Kevin Strogen	2	\$3,525.00
CHS		Intramural Assistant	Edward Sharick	1	\$420.00
CHS		Event Coordinator (1/3)	Lewis Miller	2	\$4,674.00

Consent IX, D, 1: Additional 2020 Summer Workshops and Participants

VIA: Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning

Action Under Consideration: That the Board of School Directors approves the following workshops and participants at a rate of \$40 per hour in accordance with School Board Policy #4505 and the negotiated agreement.

The workshops and participants listed below are recommended for approval by the Board of School Directors in order to carry out the educational program planned for the 2020-2021 school year.

Visual Art – High School

Dates: 3 days; July or August Hours: 8:00 a.m. to 1:00 p.m. Facilitator: Jacquelyn Hickey Rothera

Participants: 5 (Leanne Argonish, Beata Artz, Amy Cruz, Seth Dixon, Joanne Wagner)

High School Visual Arts Teachers will work collaboratively to plan for distance and integrated learning and block scheduling. They will consider reorganizing/resequencing units to accommodate for distance learning. They will discuss approaches and plans to build community through their art studios for virtual and in-person learning. They will reorganize and prepare their art studios for virtual and in-person learning. They will research materials needed to prepare take-home art kits for students. They will make special considerations and adaptations, based on the course, the media, and the availability of resources to students.

Visual Art - Middle School

Dates: 3 days; July or August Hours: 8:00 a.m. to 1:00 p.m. Facilitator: Jacquelyn Hickey Rothera

Participants: 6 (Zack Artz, Ginny Cataldi, Khara Flint, Pat Humbert, Courtney Jaggers, Vicki

(Turner)

Middle School Visual Arts Teachers will work collaboratively to plan for distance and integrated learning and block scheduling. They will close their classrooms from the spring and consider distribution of projects to students/families, if possible. They will consider reorganizing/resequencing units to accommodate for distance learning. They will discuss approaches and plans to build community through their art studios for virtual and inperson learning. They will reorganize and prepare their art studios for virtual and in-person learning. They will research materials needed to prepare take-home art kits for students. They will consider modifications or enhancements to the art humanities curriculum scope and sequence.

Visual Art - Elementary School

Dates: 3 days; July or August Hours: 8:00 a.m. to 1:00 p.m. Facilitator: Jacquelyn Hickey Rothera

Participants: 5 (Christine Braun, Katie Donnelly, Mary Jo McQuate, Linda Moye, Liz Sims)

Elementary School Visual Arts Teachers will work collaboratively to plan for distance and integrated learning. They will close their classrooms from the spring and consider distribution of projects to students/families, if possible. They will consider reorganizing/resequencing units to accommodate for distance learning. They will discuss approaches and plans to build community through their art studios for virtual and in-person learning. They will reorganize and prepare their art studios for virtual and in-person learning. They will research materials needed to prepare take-home art kits for students.

School Counselors, Mental Health Specialists, and Multi-tiered Intervention Teachers

Date: August 4 for Elementary Group, August 7 for Middle School Group and

August 6 and 19 for High School Group

Directors: Mark Cataldi/Ellen Turk

Participants: 24 School Counselors, 5 Mental Health Specialists and 4 Multi-tiered Intervention

Teachers

Participants will discuss school reopening plans to address the social-emotional wellness.

Elementary Math Specialists Workshop Date: August 11, 2020

Time: 3:30 PM – 4:30 PM
Director: Shannon Downing

Participants will discuss math grouping at the elementary level.

Middle School Math Specialists Workshop

Date: August 12, 2020
Time: 3:30 PM – 4:30 PM
Director: Shannon Downing

Participants will discuss math groupings and needs at the middle school level.

All Level Music Workshop

Date: August 12, 1-day TBD
Time: 12:00 PM - 3:00 PM
Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

CHS Science Workshop

Date: August 13, 1-day TBD
Time: 8:00 AM – 1:00 PM
Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

CHS Math Workshop

Date: August 13, 1-day TBD
Time: 9:00 AM – 2:00 PM
Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

Middle School Math Workshop

Date: August 14, 1-day TBD Time: 8:00 AM – 1:00 PM Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

Middle School Science Workshop

Date: August 14, 1-day TBD
Time: 9:00 AM – 2:00 PM
Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

Middle and High School Business and Tech Ed. Workshop

Date: August 18, 1-day TBD Time: 10:00 AM – 3:00 PM Director: Shannon Downing

Participants will meet and collaborate on building community in a virtual environment and lesson planning for the beginning weeks of school.

Second Grade Math Workshop

Date: August 19

Time: 1:30 PM – 4:30 PM Director: Shannon Downing

Participants will evaluate and adjust the second grade math grouping assessment for virtual assessing for the 2020-2021 school year.

Consent IX, D, 2: 2020-2021 Revised Calendar

VIA: Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning

Action Under Consideration: That the Board of School Directors approves the attached 2020-2021 Revised Calendar.

Approved: 10/28/2019 Revised: 8/24/2020

2020—Calendar—2021

NOTE: 1st full day for ALL students Gr. 1 - 12: August 31, 2020; 1st day for Kindergarten students: Tues., Sept. 8, 2020 Tentative Last Day for students: June 11, 2021 (1/2 day) No Kindergarten students report Tentative Last Teacher Day: June 15, 2021

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K E Y	Rescheduled student days for use in the event of emergency closings.				
 No School ★ Kindergarten Screening & Parent Conferences, no Kdgn. = 1/2 Day: Elem. Parent Conferences, Gr. 1-4, no Kdgn. = 1/2 Day: Elementary / MS Parent Conferences, Gr. 1-8, no Kdgn. = Districtwide Parent Conference Day, no school for students = New Teacher Inservice, no school for students = Instr. Staff Inservice, no school for students = 1/2 Day for Gr. 1-12, no Kdgn. / 1/2 Day Staff Inservice = Rescheduled days for emergency closings as per the list on this calendar. If needed, rescheduled days could extend until June 30. 	Day 1 Day 2 Day 3 Day 4 Day 5 Day 6 Day 7 Day 8 Day 9 Day 10 *Subject to C	June 14, 2021 June 15, 2021 June 18, 2021 Feb. 12, 2021* June 16, 2021 June 17, 2021 Feb. 15, 2021* June 18, 2021 June 21, 2021 June 22, 2021 Contractual Guidelines			
Section 15-1502(a) Local Holidays—No Scho Defined by the PA School Code as days that will not be used as make u	ip for emergenc	y closings.			

November 27, 2020, December 24, 2020, December 28, 2020, December 31, 2020 and April 2, 2021

Consent IX, E, 1: Authorization to Prepare Specifications and Solicit Bids for the 2021-2022 School Year

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors authorizes the administration to prepare specifications and solicit bids for items to be included in the 2021-2022 school year budget.

This is the time of the year to prepare specifications and solicit bids for school supplies, equipment and services that will be included in the 2021-2022 school year budget. Specifications for these items are in the process of being written, and it is necessary to seek the Board's approval for the solicitation of these bids. This request is presented as a general request to cover all bid categories and will eliminate the need to request approval for the individual items. It is not a commitment in any way to expend or to agree to spend funds for any item or items.

Consent IX, E, 2: Agreement with Kanopy, Inc.

VIA: Michael Szymendera, Director of Instructional Technology

Action Under Consideration: That the Board of School Directors approves the attached one-year agreement between Kanopy, Inc. and the Tredyffrin/Easttown School District to provide digital video content, including associated audio, graphics, text, images and other data and content in an amount not to exceed \$1,000. This agreement is subject to change with Solicitor approval.



Institution Name:	Institution Contact:	
Address:	Phone:	
	Email:	

This **Master Agreement** is made and entered into as of the Effective Date of July 1, 2020 between **Kanopy inc.**, a Delaware limited liability company with a place of business Level 4, 781 Beach Street, San Francisco, CA 94109 ("Kanopy"), and the institution identified above ("Institution").

Overview

Kanopy streams and makes available digital video content, including associated audio, graphics, text, images and other data and content, to universities, colleges, schools, public libraries, corporations and other institutions for access and use pursuant to applicable access and license terms. As permitted by an order between Kanopy and an institution, Kanopy may also host and stream digital video content uploaded by the institution where such institution holds all necessary rights and permissions to enable Kanopy to host and stream such content. Kanopy streams and makes digital video content available through various platforms, including its website at www.kanopy.com, the Kanopy iOS and Android mobile apps, the Kanopy channel on Roku, and other modes of access that are available now or may become available in the future.

Structure of Agreement and Order of Precedence

Kanopy and Institution may enter into one or more order forms under this Agreement (as defined below) for access to and use of digital content hosted or streamed by Kanopy. As appropriate, each order form will specify the title(s), product(s), fees, period or term of access, and any special usage rights and/or restrictions and other terms relevant to the order. Each such order form will be governed by the terms and conditions of this Agreement.

This Master Agreement consists of: (a) the attached Terms and Conditions; (b) any order forms entered into hereunder between Kanopy and Institution; and (c) this signature page (collectively, the "Agreement"). In the event of any conflict between or among the various components of this Agreement, the terms and conditions of each component shall take precedence in the order listed above; provided, however, that any conflict with respect to restrictions on access to or use of materials provided by Kanopy shall be resolved in the manner that gives broadest effect to such restrictions.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date by its duly authorized representative.

KANOPY INC			INSTITUTION
	alpe	Tuke	Ву:
Ву:	1		
			Name:
Name: Alper Tuken			
			Title:
Title: CFO			
			Effective Date:



TERMS AND CONDITIONS

1. Definitions

- (a) "Access Term" means the period of time set forth in each Order Form during which the Offerings or, as applicable, Institution Content covered by such Order Form will be hosted and streamed by Kanopy pursuant to this Agreement.
- (b) "<u>Credentials</u>" means any user accounts, passwords and other authentication credentials associated with access to or use of the Service by Institution or End Users.
- (c) "End User" means: (i) any student, teacher, professor, patron, employee or staff member affiliated with Institution; (ii) any authorized visitor physically present at the facilities of Institution; and (iii) with respect to any Institution that is a library established for use by the general public and maintained primarily through public funds, any individual who is a member of such Institution.
- (d) "Institution Content" means any content provided by Institution pursuant to this Agreement for hosting and streaming by Kanopy.
- (e) "Institution Facilities" means Credentials and any account, hardware, system or other facility within Institution's custody or control.
 - (f) "Offering" means any Product or Title.
- (g) "Order Form" means an order form, invoice or other ordering document entered into between the parties pursuant to this Agreement specifying the Offerings, Institution Content, fees and payment terms, special usage rights and restrictions and other terms relevant to the order.
- (h) "Product" means each product identified in an Order Form that Kanopy will make accessible to Institution pursuant to this Agreement, including: (i) any package or collection of titles or other content made accessible to Institution via subscription, patron-driven acquisition (PDA), pay-per-use (PPU) or other such models; and (ii) any other product that Kanopy may offer.
- (i) "Service" means the service through which Kanopy hosts and makes accessible Offerings and, as applicable, Institution Content.
- (j) "Territory" means the geographical area designated as the Territory in an Order Form or, if no such area is designated in an Order Form, the country in which Institution is domiciled.
- (k) "<u>Title</u>" means each film, video or other content (excluding Institution Content) identified in an Order Form that Kanopy will make accessible to Institution pursuant to this Agreement.

2. Grant of Rights and Restrictions

- (a) <u>Grant of Rights</u>. During the applicable Access Term and subject to Institution's compliance in all material respects with the terms and conditions of this Agreement, Kanopy hereby grants Institution a limited, non-exclusive, non-sublicensable right and license to allow End Users within the designated Territory to view Offerings and, as applicable, Institution Content in real-time within the Service.
- (b) Restrictions. All rights granted under this Agreement may only be exercised for non-commercial personal or educational use. Institution shall not: (i) use, archive, capture, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Service or any Offering, except as expressly permitted under this Agreement; (ii) translate or reverse engineer, decompile, decode or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Service; (iii) frame or utilize any framing technique to enclose any content within the Service; (iv) access the Service for the purpose of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by Kanopy; (v) rent, lease, lend or sell the Service, or otherwise provide access to the Service as part of a service bureau or similar fee-for-service purpose; (vi) make the Service or any Offering accessible to anyone who is not an End User; (vii) remove or

- obscure any proprietary notice that appears within the Service or any Offering; or (viii) use the Service in any way that does not comply in all material respect with the terms and conditions of this Agreement and all applicable laws and regulations.
- (c) <u>Policies</u>. In addition to the terms and conditions of this Agreement, access to and use of the Service shall comply with and be subject to any terms of service, acceptable use policy, privacy policy, end user license agreement and other guidelines instituted by Kanopy or its licensors or service providers.
- (d) <u>Technical Requirements</u>. Institution and End Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software required to access the Service, including computers, operating systems, web browsers and storage devices.
- (e) <u>Protection</u>. Institution shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Institution Facilities. In the event that Institution becomes aware of any unauthorized use of the Service through Institution Facilities, Institution shall promptly give written notice to Kanopy of such unauthorized use and make reasonable efforts to eliminate such unauthorized use. Institution shall implement and maintain appropriate security policies and procedures and access control methodologies to safeguard access to the Service through Institution Facilities and to limit access to the Service to End Users.

3. Institution Content

- (a) <u>Grant of Rights</u>. As specified in an applicable Order Form, Institution may upload Institution Content to the Service for hosting and streaming by Kanopy pursuant to this Agreement. During the applicable Access Term, Institution hereby grants Kanopy a limited, non-exclusive, non-sublicensable, royalty-free right and license to host, stream, exhibit, transmit, reproduce, publicly perform, publicly display and project Institution Content as necessary to make Institution Content available for viewing by End Users within the Service.
- (b) <u>Assurances</u>. Institution represents and warrants that: (i) it holds all necessary rights (including all intellectual property rights) and permissions to grant the rights under this Section 3 to Kanopy; and (ii) Institution Content does not violate any applicable laws or any rights of another party, including any laws relating to defamation or indecency and any intellectual property or right of privacy or publicity.
- (c) <u>Institution Ownership</u>. Kanopy acknowledges and agrees that, as between Institution and Kanopy, Institution (or its licensors) owns all rights, title and interest (including all intellectual property) in and to Institution Content.

4. Fees and Taxes

- (a) <u>Fees</u>. Institution shall pay Kanopy the applicable fees set forth in each Order Form pursuant to the payment terms therein. If an Order Form does not specify payment terms, then payments thereunder shall be due net thirty (30) days after invoice. Amounts not paid when due shall be subject to interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.
- (b) <u>Taxes</u>. Any and all amounts payable hereunder by Institution are exclusive of any sales, use, value-added, excise or other similar taxes (collectively, "<u>Taxes</u>"). Institution shall be solely responsible for paying all applicable Taxes. If Kanopy has the legal obligation to collect any Taxes, Institution shall reimburse Kanopy upon invoice by Kanopy. If Institution is required by law to withhold any taxes from its payments to Kanopy, Institution shall provide Kanopy with an official tax receipt or other appropriate documentation to support such payments and take reasonable steps to minimize such payments.

5. Intellectual Property

(a) <u>Kanopy Ownership</u>. Institution acknowledges and agrees that, as between Kanopy and Institution, Kanopy (or its licensors) owns all rights,

title and interest (including all intellectual property) in and to the Service and Offerings. Kanopy reserves all rights not expressly granted under this Agreement.

(b) <u>Suggestions</u>. If Institution elects to provide or make available to Kanopy any suggestions, comments, ideas, improvements or other feedback relating to the Service or Offerings ("<u>Suggestions</u>"), Kanopy shall be free to use, disclose, reproduce, have made, modify, license, transfer and otherwise utilize and distribute Suggestions in any manner, without credit or compensation to Institution.

6. Term and Termination

- (a) <u>Term</u>. The term for this Agreement shall commence on the Effective Date and continue in effect until terminated by Kanopy or Institution in accordance with this Agreement.
- (b) <u>Suspension</u>. Kanopy reserves the right to suspend Institution's and any End User's access to and use of the Service and Offerings in the event of any: (i) actual or reasonably suspected breach of Section 2 by Institution or any End User; <u>provided</u>, <u>however</u>, that Kanopy, where applicable, will use commercially reasonable efforts to limit suspension to each End User in breach of Section 2 or 3(b) and restore access upon elimination of the relevant breach; or (ii) failure by Institution to make any payment when due under this Agreement; <u>provided</u>, <u>however</u>, that Kanopy will restore access upon Institution's payment of all outstanding fees.
- (c) <u>Termination</u>. Notwithstanding anything to the contrary, this Agreement may be terminated as follows: (i) by either party upon written notice to the other party; <u>provided</u>, <u>however</u>, that no Order Form is then in effect; (ii) upon a material breach of this Agreement by a party, which breach is not cured within thirty (30) days after receipt of written notice from the other party; or (iii) by either party in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.
- (d) <u>Survival</u>. Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination, including Sections: 3(b)(Assurances); 4 (Fees and Taxes); 5 (Intellectual Property); 6(d) (Survival); 7 (Representations and Warranties); 8 (Indemnification); 9 (Disclaimer of Warranties); 10 (Limitation of Liability); and 11 (Miscellaneous).

7. Representations and Warranties

Kanopy and Institution each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of such party; (d) no action by any governmental entity is necessary to make this Agreement valid and binding upon such party; and (e) it possesses all governmental licenses and approvals necessary to perform its obligations under this Agreement.

8. Indemnification

(a) <u>Indemnification</u>. To the extent permitted by applicable law, each party agrees that the other party and its affiliates and licensors (collectively, "<u>Indemnified Parties</u>") shall have no liability for, and each party shall indemnify, defend and hold the other party's Indemnified Parties harmless against, any loss, damage, cost, liability and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or paid in settlement to the extent arising from any action or claim of a third party based upon a party's breach of Section 2(b) or 3(b) or infringement of such third party's copyright attributable to any materials provided by the party under this Agreement; <u>provided, however</u>, that Kanopy shall have no obligation to indemnify Institution from any loss, damage, cost, liability or expense to the extent it arises from: (i) access to or use of the Service or any Offering in a manner that

does not comply in all material respects with the terms and conditions of this Agreement or applicable laws or regulations; (ii) use of the Service or any Offering in combination with any materials not provided or approved by Kanopy; or (iii) Institution Content. In the event that the Service or any Offering becomes the subject of an indemnified claim or Kanopy reasonably determines that any Offering is likely to become the subject of an indemnified claim, Kanopy may, at its sole discretion: (1) procure for Institution a license as necessary for Institution to exercise the rights granted by Kanopy under this Agreement; (2) modify or replace the Service or Offering to avoid infringement, provided, however, that the Service or Offering as modified or replaced remains materially the same; or (3) issue to Institution a pro-rata refund of fees paid by Institution for the Service or Offering based upon the remainder of the Access Term.

(b) <u>Procedure</u>. The indemnified party shall: (i) give the indemnifying party prompt written notice of any indemnified claim; <u>provided, however</u>, that failure of the indemnified party to give such prompt written notice shall not relieve the indemnifying party of any obligation to indemnify pursuant to this Section 8, except to the extent the indemnifying party has been prejudiced thereby; (ii) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any indemnified claim; and (iii) give the indemnifying party sole and complete control over the defense or settlement of any indemnified claim; <u>provided, however</u>, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation.

9. DISCLAIMER OF WARRANTIES

THE SERVICE, OFFERINGS AND ALL OTHER MATERIALS PROVIDED BY KANOPY UNDER THIS AGREEMENT (COLLECTIVELY, "KANOPY MATERIALS") ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." KANOPY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 7), EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE KANOPY MATERIALS, OR THAT USE OF THE KANOPY MATERIALS WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET INSTITUTION'S OR END USERS' REQUIREMENTS.

10. LIMITATION OF LIABILITY

OTHER THAN WITH RESPECT TO KANOPY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(a): (A) IN NO EVENT SHALL KANOPY OR ITS AFFILIATES AND LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR COST OF COVER, ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE KANOPY MATERIALS, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF ANY KANOPY MATERIALS, EVEN IF KANOPY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (B) IN NO EVENT SHALL KANOPY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY KANOPY FROM INSTITUTION UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENTS GIVING RISE TO LIABILITY AROSE.

11. Miscellaneous

(a) <u>Independent Contractors</u>. The relationship between Kanopy and Institution established by this Agreement is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.

- (b) <u>Notice</u>. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and sent to the parties as follows: (i) if to Kanopy, at the address set forth for Kanopy in the signature page herein, Attn: Legal Department, or, if different, in the most recent Order Form; (ii) if to Institution, at the address set forth for Institution in the signature page herein or, if different, in the most recent Order Form.
- (c) <u>Assignment</u>. Institution may not assign this Agreement, or assign or delegate any right or obligation hereunder, by operation of law or otherwise without the prior written consent of Kanopy. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (d) <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.
- (e) <u>Interpretation</u>. For the purposes of this Agreement: (i) the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- (f) <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter.
- (g) <u>Amendment</u>. This Agreement may not be amended except in a writing executed by an authorized representative of each party.
- (h) <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.
- (i) <u>Governing Law</u>. This Agreement shall be governed by and construed and enforced, without regard to conflict of laws principles, in accordance with: (i) if Institution is domiciled in the United States or Canada, the laws of the state or province in which Institution is domiciled; or (ii) if Institution is domiciled outside the United States and Canada, the laws of the country in which Institution is domiciled. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
- (j) <u>No Waiver</u>. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of the provisions of this Agreement, or of any breach or default hereunder, must be set forth in a written instrument signed by the party against which such waiver is to be enforced.
- (k) <u>U.S. Government Entities</u>. This section applies to access to or use of the Service by a branch or agency of the United States Government ("<u>U.S. Government</u>"). The Service includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The U.S. Government shall acquire only those rights set forth in this Agreement with respect to the such items, and any access to or use of the Service by the U.S. Government constitutes: (1) agreement by the U.S. Government that that such items are "commercial computer software" and "commercial computer software documentation" as

- defined in this section; and (2) acceptance of the rights and obligations herein
- (I) <u>Force Majeure</u>. Except with respect to payment obligations under Section 4, neither party shall be liable for any failure to perform under this Agreement to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection or any other cause beyond the reasonable control of the party invoking this provision.
- (m) <u>Confidentiality</u>. Each party acknowledges and agrees that it shall treat the terms and conditions of this Agreement, including any pricing information, as confidential information and not disclose such information to any third party except to the extent required by applicable law. For the avoidance of doubt, the parties acknowledge and agree that Kanopy may identify Customer as a Kanopy customer, and Customer may identify Kanopy as a provider of content to Customer.
- (n) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.



Kanopy, Inc Invoice

Invoice Date: 24 April 2020

Invoice Number: KDEP - 6201

Billing Address: Conestoga High School

200 Irish Rd. Berwyn, PA 19312 United States

Order Summary:

This Invoice is entered into between Institution and Kanopy pursuant to the current Master Agreement between them. Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Agreement. By issuing payment hereunder or accessing or using the Offerings identified herein, Institution agrees to be bound by this Invoice.

Offering Total (USD)

Upfront Licensing Program

• **Default Content Cost:** \$75 (one-year license)

Subtotal: \$1,000.00

\$1,000.00

Taxes \$0.00

Total: \$1,000.00

Direct deposit can be made to:

ABA Routing: 121140399 Acct # 3302131786 Silicon Valley Bank 3003 Tasman Dr. Santa Clara, CA 95054 408.654.7400

Remittance advice:

San Francisco 94109

Check can be made to:

781 Beach St, Suite 410

Kanopy Inc.

accounts@kanopystreaming.com

Payment Terms:

30 days from date of invoice

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Consent IX, E, 3: Agreement with EBSCO Publishing, Inc.

VIA: Michael Szymendera, Director of Instructional Technology

Action Under Consideration: That the Board of School Directors approves the attached agreement between EBSCO Publishing, Inc.and the Tredyffrin/Easttown School District for license to use the databases and services made available in an amount not to exceed \$2,924.34. This agreement is subject to change with Solicitor approval.

EBSCO LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCO host, EBSCO host Integrated Search, EBSCO Discovery Service, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or

distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

- D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee
- E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.
- F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.
- G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.
- H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.
- B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.
- D. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kstam@ebsco.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

- B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.
- C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.
- D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."
- E. This Agreement and our <u>Privacy Policy</u> represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our <u>Privacy Policy</u>.
- F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.
- G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's <u>Privacy Policy</u>, which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the <u>Privacy Policy</u>.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "Addendum") is by and between EBSCO Publishing, Inc. ("Service Provider") and Data Controller ("Customer"). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1. Definitions

- a. "Data Protection Legislation" means the General Data Protection Regulation 2016/679, the European Directive 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them.
- b. "data processor", "data controller", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. "Services" shall have the meaning set forth in the Agreement (as applicable).

2. Data Protection

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.
- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer.

 Annex 1 of this Addendum sets out the nature and purpose of the processing, the types

of personal data Service Provider processes and the data subjects whose personal data is processed.

- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
 - i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires Service Provider to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
 - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
 - iii. assist Customer, taking into account the nature of the processing:
 - 1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
 - 2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
 - 3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.
 - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure.
 These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected:
 - v. in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party subprocessors, thereby giving Customer the opportunity to object to such changes. Service Provider will not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in its agreement with any such third party subprocessor terms which are at least as favorable to Customer as those contained herein and as are required by applicable Data Protection Legislation:
 - vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data:
 - vii. except as set forth in Section 2.c.v. above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;

- viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
- ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, , data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section c.ix..

 Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year.
- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that Service Provider processes in the course of providing the Services (a "Security Breach"), Service Provider will notify Customer within forty-eight hours.
- e. All transfers of personal data from the EEA and Switzerland to the U.S. is covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area and/or Switzerland or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
- f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

The types of Company Personal Data to be Processed

Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

- 1. Name:
- 2. Email Address;
- 3. Password (in some cases); and
- 4. Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

See attached Security White Paper.

White Paper: Information Security Practices

Introduction

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

Information Security Policies & Management

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles – outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements – to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with

the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

EBSCO's Information Security team

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.

Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handing and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

Information Asset Protection

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

Incident Management

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

Monitoring

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

Vulnerability Management

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.

Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

Malware Prevention, Detection & Remediation

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

Network Security

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

Application Security

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

Logical System Access

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

Media Disposal

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

Logging Controls

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access.

The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

Personnel Controls

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

Physical and Environmental Security

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

Physical Security Controls

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

Environmental Controls

- Power and Utilities EBSCO data centers have redundant electrical power which
 includes backup generators as well as multiple utility providers, services, and systems.
 Alternate power supplies provide power until diesel engine backup generators engage
 and are capable of providing emergency electrical power, at full capacity, as needed,
 and the redundancy of our multiple oil providers, geographically diverse, allows for
 continuous operation, if needed.
- Climate Control EBSCO maintains redundant cooling systems to control our data center environments.

• Fire detection, protection and suppression – EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.

Scott Macdonald, Director, Information Security

Flipster Order

Customer Name: CONESTOGA SR HIGH SCHOOL

Customer ID: s7190960 Sales Rep: JENN DIONNE

Title	New Order Qty	Publisher	ISSN	Model	Term	Category	Frequency	Start Date	Expire Date	Price	Discount	Net Price
Allrecipes	1	Meredith Corporation	23280263	500 SIMUsers	1.0 year	Food & Cooking		8/1/2020	7/31/2021	\$89.93	\$0.00	\$89.93
The Artist's Magazine	1	Peak Media Properties, LLC	7413351	Unlimited	1.0 year	Art & Design		8/1/2020	7/31/2021	\$44.98	\$0.00	\$44.98
The Atlantic	1	Atlantic Media Inc.	10727825	500 SIMUsers	1.0 year	News & Politics		8/1/2020	7/31/2021	\$61.25	\$0.00	\$61.25
Better Homes & Gardens	1	Meredith Corporation	60151	500 SIMUsers	1.0 year	Home & Garden		8/1/2020	7/31/2021	\$112.43	\$0.00	\$112.43
		Hearst Magazines, a division of Hearst										
Car & Driver	1	Communications, Inc.	86002	500 SIMUsers	1.0 year	Automotive		8/1/2020	7/31/2021	\$149.93	\$0.00	\$149.93
Eating Well	1	Meredith Corporation	10461639	500 SIMUsers	1.0 year	Food & Cooking		8/1/2020	7/31/2021	\$74.93	\$0.00	\$74.93
Essence	1	Essence Communications Inc.	140880	Unlimited	1.0 year	Entertainment		8/1/2020	7/31/2021	\$132.00	\$0.00	\$132.00
		Hearst Magazines, a division of Hearst										
Food Network Magazine	1	Communications, Inc.	1944723X	500 SIMUsers	1.0 year	Food & Cooking		8/1/2020	7/31/2021	\$149.93	\$0.00	\$149.93
National Geographic	1	National Geographic Partners LLC	279358	200 SIMUsers	1.0 year	Travel & Regional		8/1/2020	7/31/2021	\$299.85	\$0.00	\$299.85
The New Yorker	1	Conde Nast Publications	0028792X	Unlimited	1.0 year	News & Politics		8/1/2020	7/31/2021	\$224.98	\$0.00	\$224.98
Popular Science	1	Bonnier Corporation	1617370	Unlimited	1.0 year	Science & Technology		8/1/2020	7/31/2021	\$49.88	\$0.00	\$49.88
Rolling Stone	1	Rolling Stone LLC	0035791X	500 SIMUsers	1.0 year	Entertainment		8/1/2020	7/31/2021	\$74.88	\$0.00	\$74.88
Sports Illustrated (No Swimsuit Edition)	1	Sports Illustrated	0038822X	100 SIMUsers	1.0 year	Sports		8/1/2020	7/31/2021	\$533.70	\$0.00	\$533.70
TIME	1	TIME USA, LLC	0040781X	100 SIMUsers	1.0 year	News & Politics		8/1/2020	7/31/2021	\$456.78	\$0.00	\$456.78
Vanity Fair	1	Conde Nast Publications	7338899	Unlimited	1.0 year	Lifestyle		8/1/2020	7/31/2021	\$49.98	\$0.00	\$49.98
Vogue	1	Conde Nast Publications	428000	Unlimited	1.0 year	Lifestyle		8/1/2020	7/31/2021	\$49.98	\$0.00	\$49.98
Wired	1	Conde Nast Publications	10591028	Unlimited	1.0 year	Science & Technology		8/1/2020	7/31/2021	\$49.98	\$0.00	\$49.98
Zoobooks	1	National Wildlife Federation	7379005	Unlimited	1.0 year	Family & Kids		8/1/2020	7/31/2021	\$179.70	\$0.00	\$179.70

Total Before Discount: \$2785.09

Discount: \$0.00

Total Net of Discount: \$2785.09 Subscription Service Fee: \$139.25

GRAND TOTAL: \$2924.34 USD

Total Excludes Tax

Bill To Contact: --- Select --- Address: --- Select --- PO Number:

TERMS AND CONDITIONS:

By signing this document you hereby confirm that you agree to the terms and conditions of the EBSCOhost Terms of Use available here:

http://support.epnet.com/ehost/terms.html

For US Federal Government customers, all product pricing is Open Market.

Consent IX, E, 4: Addendum to the Agreement with Reconstructive Orthopaedic Associates II, LLC

VIA: Arthur J. McDonnell, Business Manager/Board Secretary

Action Under Consideration: That the Board of School Directors approves the attached Addendum to the Agreement with Reconstructive Orthopaedic Associates II, LLC and the Tredyffrin/Easttown School District.



ADDENDUM TO ATHLETIC TRAINING CONTRACT

This document is in reference to an agreement-dated August 1, 2020, between SCHOOL and ROA.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original contract.

If sports are cancelled or with the possibility of coming back and being shut down due to unforeseen circumstances, SCHOOL representative must contact ROA immediately in writing stating suspension of services until further notice. Once notice is given, services will be placed on hold and SCHOOL will only pay for services rendered. SCHOOL representative also must contact ROA and place in writing when they are requesting services to resume.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:	Tredyffrin/Easttown School District ("School")
	By:
ATTEST:	RECONSTRUCTIVE ORTHOPAEDIC ASSOCIATES II, LLC ("ROA")
	Ву:
	Mike West, CEO

Consent IX, F, 1: Educational Services Agreement

VIA: Nicole Roy, Acting Director of Special Education

Action Under Consideration: That the Board of School Directors approves an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for educational services for the 2020-2021 school year at a total cost not to exceed \$50,330.

The District has offered an appropriate placement for this student. The District and family have agreed to the terms in this Educational Services Agreement. The agreement reimburses the family for student placement in lieu of an offer of a Free Appropriate Public Education (FAPE) and includes a release of prior special education claims up to the end date of the agreement. The agreement has been reviewed and recommended by the District's Solicitor.

Consent IX, F, 2: Contract with Alternate Private School

VIA: Nicole Roy, Acting Director of Special Education

Action Under Consideration: That the Board of School Directors approves a contract between the Tredyffrin/Easttown School District and an Alternate Private School to provide mandated services for a District student. This contract covers services for the Extended School Year at a total cost of \$2,000.

This student with special needs requires mandated Extended School Year services, which are a continuation of the programs provided during the school year at the Alternate Private School.

COMPENSATION AGREEMENT

- **4.1. Fees.** CSE will accept (1) student from the Tredyffrin Easttown School District at the per diem rate of \$100.00 for matriculation to CSE during the 2019-2020 ESY term. The district will pay CSE a total of \$2,000 (20 days) for 1 slot in a single payment based on eligible school days on or prior to July 15, 2020.
- **4.2. Invoices.** The Fees shall be payable in four monthly installments, as provided herein. CSE shall submit an invoice to the District, by the fifth day of each calendar month following each month of service, for the Fees payable by the District for Services rendered. Such invoices shall be due and payable by the District within fifteen (15) days after receipt. CSE shall not be required to submit more than one invoice per month except for corrections and/or adjustments that may require adjusted billings. Checks shall be made payable to "Cottage Seven Education" and delivered to 920 Morris Street, Pottstown, PA, 19464
- **4.3**. **Taxes**. CSE is responsible for the payment of all federal, state, and local taxes arising out of the performance of services by CSE for the District pursuant to this Agreement.

COTTAGE SEVEN EDUCATION, LLC

By:	8/19/2020
Bret O. Wade II, Chi	ef Executive Officer
TREDYFFRIN EASTTOWN SCI	HOOL DISTRICT

RIDER TO AGREEMENT BETWEEN COTTAGE SEVEN EDUCATION SERVICES ("Provider") & TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Compensation Agreement for 2019-2020 ESY Services (Student between the parties is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Compensation Agreement for 2019-2020 ESY Services, the parties agree that the terms of this Rider shall control.

- 1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:
 - A. <u>Qualifications</u>. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform the services outlined in the Agreement.
 - B. <u>Compliance with District Policies and Procedures.</u> Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures, as applicable.
 - C. <u>Compliance with Applicable Laws.</u> Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties.
 - D. Certifications, Disclosure Forms, Training, and Employment History Review.
 - 1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
 - i. Provider shall provide the following required certifications to the District:
 - 1. PA State Police Background Check;
 - 2. PA Child Abuse History Clearance; and
 - 3. FBI Report must be through the Pennsylvania Department of Education.
 - 2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or working with District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.
 - 3. Provider agrees to provide all employees and agents performing services

- under this Agreement with mandatory child abuse training in accordance with Pennsylvania law.
- 4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.
- E. <u>Confidentiality and Non-Disclosure.</u> Provider shall treat information obtained through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.
- F. <u>Insurance</u>. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year, which insures Provider and each employee/agent thereof against any act, error or omission of Provider and Provider's employees/agents. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

G. Indemnification.

- 1. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, and employees in the performance of any and all duties and services to the District provided hereunder.
- 2. District shall indemnify, defend, and hold Provider and Provider's employee(s) harmless from and against any and all liability, judgments, costs, damages, claim or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of the District, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Provider or Provider's agents, officers or employees.
- H. <u>Restraints.</u> In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, the Provider shall

immediately, or as soon as practicable thereafter, notify the District's Director of Individualized Student Services and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

- I. <u>Assignment.</u> No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- J. <u>Subcontracting.</u> None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.
- K. <u>Use of District's Name/Logo.</u> Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.
- L. <u>Promotional Materials.</u> Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for promotion without the District's express written consent.
- M. <u>Non-Discrimination</u>. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
- N. <u>Governing Law.</u> This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Provider affirmatively agrees to the exclusive jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties under this Addendum or the underlying Agreement. In the event of arbitration between the parties, such arbitration will take place in Chester County, PA. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.
- O. <u>Right to Know Law.</u> Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.
- P. <u>Payments</u>. Any payments due under this Rider or the underlying Agreement between the parties shall be due thirty (30) days after receipt by the District of a properly itemized invoice.

Intending to be legally bound hereby, the parties have set their hands the date set forth below.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By:	
ATTEST:	Date
Ву:	
COTTAGE SEVEN EDUCATION	
By:	7/15/2020
ATTEST:	Date
D	

Consent IX, F, 3: Addendum Agreement with Austill's Rehabilitation Services

VIA: Nicole Roy, Acting Director of Special Education

Action Under Consideration: That the Board of School Directors approves the attached agreement between Austill's Rehabilitation Services and the Tredyffrin/Easttown School District to provide educational services to students.

ADDENDUM TO CONTRACT FOR SERVICES AGREEMENT BETWEEN AUSTILL'S REHABILITATION SERVICES, INC. AND TREDYFFRIN-EASTTOWN SCHOOL DISTRICT

July 1, 2020

This ADDENDUM to the LETTER OF AGREEMENT ("Addendum") is made by and between AUSTILL'S REHABILITATION SERVICES, INC. with offices at 100 John Robert Thomas Drive, Exton, PA 19341 ("Austill's") and Tredyffrin-Easttown School District with offices at 940 West Valley Road, Suite 1700, Wayne, PA 19087 ("Tredyffrin-Easttown").

Austill's contracted with Tredyffrin-Easttown on May 11, 2011.

NOW THEREFORE, the parties, in consideration of the premises and the covenants and promises contained in the LETTER OF AGREEMENT do hereinafter agree to as follows:

- 1. <u>Term.</u> All terms and conditions of the Contract for Service Agreement shall remain in full force and continue through June 30, 2023 unless terminated by either party upon sixty (60) days prior written notice to the other party.
- 5. <u>Compensation/Reimbursement for Services</u>. Austill's will be reimbursed at the following rate structure:

	Contract Year 1 (7/1/20 – 6/30/21)	Contract Year 2 (7/1/21 – 6/30/22)	Contract Year 3 (7/1/22 – 6/30/23)
OTR and PT per hour	\$61.51	\$62.43	\$62.43
COTA and PTA per hour	\$52.72	\$53.51	\$53.51

Reimbursement will include, but is not limited to, the following: on-site evaluation/consultation/treatment time; off-site follow-up documentation/ consultation time; travel time between Tredyffrin-Easttown locations; and travel time to and from one itinerant student per off-site location. An itemized accountability form detailing specific student services rendered each month will be generated and furnished to Tredyffrin-Easttown for each therapy service provided.

An itemized invoice form detailing specific student services rendered each month will be generated and furnished for each therapy service provided.

All other terms and conditions will remain the same.

AUSTILL'S REHABILITATION SERVICES, INC

TREDYFFRIN-EASTTOWN SCHOOL DISTRICT

lan Ine	7/1/20
Authorized Representative	Date

Authorized Representative	Date

RIDER TO AGREEMENT BETWEEN AUSTILL'S REHABILITATION SERVICES ("Provider") & TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Contract for Services Agreement between the parties (originally dated May 11, 2011, with multiple subsequent renewals, the most recent of which was dated July 1, 2020)(collectively the "Agreement") is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Contract for Services Agreement, the parties agree that the terms of this Rider shall control.

- 1. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:
 - A. <u>Qualifications</u>. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform the services outlined in the Agreement.
 - B. <u>Compliance with District Policies and Procedures</u>. Provider agrees that those individuals performing services to the District in accordance with the Agreement will adhere to all Board Policies, Administrative Regulations, rules and established procedures, as applicable.
 - C. <u>Compliance with Applicable Laws.</u> Provider agrees that it, including its employees or representatives performing services to the District in connection with this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations in this Rider and underlying Agreement between the parties.
 - D. Certifications, Disclosure Forms, Training, and Employment History Review.
 - 1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
 - i. Provider shall provide the following required certifications to the District:
 - 1. PA State Police Background Check;
 - 2. PA Child Abuse History Clearance; and
 - 3. FBI Report must be through the Pennsylvania Department of Education.
 - 2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. The form shall be supplied to the District prior to the employee/agent coming onto District property or working with District students. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.

- 3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law.
- 4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of the abuse and sexual misconduct background questions.
- E. <u>Confidentiality and Non-Disclosure</u>. Provider shall treat information obtained through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.
- F. <u>Insurance</u>, Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year, which insures Provider and each employee/agent thereof against any act, error or omission of Provider and Provider's employees/agents. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

G. Indemnification.

- 1. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, and employees in the performance of any and all duties and services to the District provided hereunder.
- 2. District shall indemnify, defend, and hold Provider and Provider's employee(s) harmless from and against any and all liability, judgments, costs, damages, claim or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of the District, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Provider or Provider's agents, officers or employees.
- H. <u>Restraints</u>. In the event that the Provider or any employee or representative thereof who performs services for the District as contemplated in this Agreement restrains or causes to be restrained a District student, as the term "restraint" is

contemplated in the Pennsylvania special education regulations, the Provider shall immediately, or as soon as practicable thereafter, notify the District's Director of Individualized Student Services and provide reasonable assistance to the District in performing any additional reporting that must take place as a result.

- I. <u>Assignment.</u> No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- J. <u>Subcontracting</u>. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.
- K. <u>Use of District's Name/Logo.</u> Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.
- L. <u>Promotional Materials.</u> Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for promotion without the District's express written consent.
- M. <u>Non-Discrimination</u>. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
- N. <u>Governing Law.</u> This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Provider affirmatively agrees to the exclusive jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties under this Addendum or the underlying Agreement. In the event of arbitration between the parties, such arbitration will take place in Chester County, PA. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.
- O. <u>Right to Know Law.</u> Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.
- P. <u>Payments</u>. Any payments due under this Rider or the underlying Agreement between the parties shall be due thirty (30) days after receipt by the District of a properly itemized invoice.

Intending to be legally bound hereby, the parties have set their hands the date set forth below.

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By:	
ATTEST:	Date
Ву:	
AUSTILL'S REHABILITATION SERVICES	,
By: lynnlogg	7/31/20 Date
ATTEST:	Date

Consent IX, F, 4: Agreement with CCIU Brandywine Virtual Academy

VIA: Nicole Roy, Acting Director of Special Education

Action Under Consideration: That the Board of School Directors approves the attached agreement between CCIU Brandywine Virtual Academy and the Tredyffrin/Easttown School District to provide educational services to students.





Chester County Intermediate Unit | Brandywine Virtual Academy CONTRACT AGREEMENT

This agreement is between <u>Tredyffrin/Easttown School District</u> and the <u>Chester County Intermediate Unit (CCIU)</u> for services to be rendered by the Brandywine Virtual Academy (BVA), a program of CCIU.

Th	e term of this agreement shall be <u>August 31, 2020</u> to <u>June 9, 2021.</u>			
Du for	ring the term of this agreement, CCIU shall provide for the District the services selected and described below, pursuant to the terms set th therein:	-		
	Brandywine Virtual Academy Full-Service Online Courses: Online courseware and support services will be provided at the tuitio and fee rates in the attached 2020-21 Marketplace Pricing Schedule. There are no start-up costs. The drop/withdrawal period for students enrolled in a BVA course will be twenty (20) school days from receipt of the registration, provided that all textbooks, computers and materials have been returned. If a vendor's online courseware has a drop period that is less than twenty (20) days, the vendor's drop period will be used. All half credit (.5) courses will have a twelve (12) day drop period. After the drop period, the District will be held financially responsible for the full cost of the course and anything not returned by the student. The District will be invoice for the cost of the student's enrollment on the next regularly scheduled invoice.	ict		
	Computer Technology Management: BVA will provide a computer (laptop and power cord) to students registered by the District of the annual Computer Management Fee rate listed in the attached 2020-21 Marketplace Pricing Schedule. The Computer Management Fee includes: a one-time set-up fee per computer; insurance (prorated by month); and computer rental (prorated by month). A minimal of one month of rental fees will be charged for students withdrawn after twenty (20) calendar days from enrollment. Computer Management Fees will accrue for all withdrawn students until materials are returned to BVA. Should a computer become damaged or lost, the District will be responsible for the insurance deductible, and may also be responsible for the cost of repair and/or replacement if BVA is unable to collect them from the parent, as specified in the attached 2020-21 Technology Return Procedures.			
	Internet and/or Wireless Hotspot Technology Management: CCIU will manage Internet reimbursement to students at the annual rate specified in the 2020-21 Marketplace Pricing Schedule. If this service is selected, the district will be invoiced the reimbursement fee for all students enrolled in BVA courses (prorated by month). Alternately, students who demonstrate an inability to secure reliable internet from an established service provider can be provided with a wireless hotspot. A wireless hotspot monthly charge (per hotspot) will be billed to the District in lieu of internet reimbursement fees.			
	Marketing and Recruitment Services: CCIU will assist the District in marketing to its current cyber charter school and/or home school population. The service fee in the attached 2020-21 Marketplace Pricing Schedule is per school year, and includes 500 brochures (one print-run), up to 200 postcards, two mailings, one "live" and one virtual open house, and one planning meeting with District Administration. Additional marketing services may be purchased for a fee per hour, plus travel and materials.			
	New Course Development: BVA will work with the District to design and build custom curriculum and courses. Please contact us with your needs.			
	Special Education Services, such as IEP consultations, on-site and virtual support as requested by the district.			
(Th	timated number of students to be enrolled by the District in the 2020-21 School Year:is is an estimate for staffing and planning purposes only. Districts will only be charged for the actual number of courses chased.)			
serv prov	District agrees to pay CCIU for services to be rendered according to the most recently adopted Marketplace Pricing Schedule. Any ices not selected above at the time of signing this agreement, but requested during the school year by school district personnel, will be yided and billed at the rates detailed in the 2020-21 Marketplace Pricing Schedule. CCIU will issue invoices to the District on regular revals during the school year or as services are provided. Payment is due within 30 days of receipt of invoice.			
ln v	vitness whereof, the parties hereto intending to be legally bound have executed this Agreement for the term indicated.			
	Authorized School District Personnel Chester County Intermediate Unit Executive Director			
	Title Chester County Intermediate Unit Board Secretary			
	Date Date			

RIDER TO AGREEMENT BETWEEN CHESTER COUNTY INTERMEDIATE UNIT ("Provider") & TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Contract Agreement between the parties effective August 31, 2020 ("Agreement") is hereby amended and supplemented to include the following provisions. To the extent that the terms of this Rider conflict with the terms outlined in the Agreement, the parties agree that the terms of this Rider shall control.

- 1. This Agreement may be terminated by either party giving thirty (30) days written notice to the other party at the address stated below.
- 2. The Provider and the District hereby agree that the Agreement shall be governed by the following terms and conditions:
 - A. <u>Qualifications</u>. Provider represents that those individuals performing services for the District in accordance with the Agreement are qualified and permitted by law to perform such services.
 - B. Certifications, Disclosure Forms, Training, and Employment History Review.
 - 1. The following provision applies to Provider employees/agents who will have direct contact with students in connection with the provision of services under this Agreement:
 - i. Provider shall provide the following required certifications to the District:
 - 1. PA State Police Background Check;
 - 2. PA Child Abuse History Clearance; and
 - 3. FBI Report must be through the Pennsylvania Department of Education.
 - 2. Provider will provide the District with an executed PDE-6004 disclosure form for every employee or agent who performs work for the District pursuant to this Agreement. Additionally, Provider will notify the District in writing within 72 hours if any employee or agent of Provider performing services under this Agreement is arrested or convicted of any crime.
 - 3. Provider agrees to provide all employees and agents performing services under this Agreement with mandatory child abuse training in accordance with Pennsylvania law. Additionally, Provider shall ensure that its agents and employees performing services under this Agreement are familiar with the requirements of District policies and regulations regarding Harassment of Students by Non-Students and Maintaining Appropriate Boundaries with Students, which may be found on the District's publicly accessible website.
 - 4. Provider employees/agents who will have direct contact with students must undergo an employment history review, which shall be conducted by Provider, in accordance with Act 168 of 2014. Such records of the review shall be made available to the District upon request, and Provider shall notify the District of receipts of any affirmative response(s) with respect to any of

the abuse and sexual misconduct background questions.

C. Confidentiality and Non-Disclosure. Provider understands that in providing products and/or services to the District, it will have access to personally identifiable information in certain District records, including records relating to District students and their families, under the school official exception to the Family Educational Rights and Privacy Act, 20 USD 1232g and 34 CFR Part 99 ("FERPA"). For purposes of this Addendum, "District records," "information" and "data" mean records, information or data containing "personally identifiable information", as that term is defined in 34 CFR 99.3. Provider shall treat information it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Superintendent or designee.

D. Records.

Provider will maintain all District records and the information contained therein in a confidential and secure manner and will only allow its employees who need to access the District records and information contained therein for the purposes of providing requested products or services to the District to have such access.

Provider will not allow any third parties to have access to the District's records or the information contained therein and will not distribute, publish, or otherwise make District records or the information contained therein available to others, except: (a) for authorized subcontractors, agents, consultants and auditors on a need to know basis who are bound and required to comply with confidentiality and other restrictions consistent with the provisions of this Addendum; or (b) if required or permitted by applicable law.

In the event Provider receives a subpoena or is otherwise compelled by law to disclose any such information, Provider will notify the District before disclosure to the extent reasonably possible to afford the District an opportunity to move to quash the subpoena or requirement to disclose and will otherwise comply with the notification requirements set forth in 34 CFR 99.31 and 99.33.

The Provider will make certain that any employees, affiliated companies, or third parties that have access to the District records or the information contained therein are aware of the requirements of this Addendum and understand that the information must be maintained confidential and that the District records are only used to provide products or services requested by the District.

Upon the request of the District, the Provider will delete the District records on its servers and securely destroy any paper copies of the District's records as soon as reasonably practicable and provide the District with a certification that it has done so.

Provider recognizes that the District has certain obligations by law to address parental and eligible student requests for access and amendment to a student's education record. Provider will refer any such requests to the District as the source and controller of such data, so that the District can address the request and make any appropriate amendments or changes to the record.

E. <u>Insurance</u>. Provider, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year, which insures Provider and each employee thereof against any act, error or omission of Provider and Provider's employees. Provider shall include the District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with the companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the District upon request.

F. Indemnification.

- 1. Provider shall indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent act(s) or omission(s) of Provider and/or its affiliates, representative, directors, officers, agents, and Provider's employees in the performance of any and all duties and services to the District provided hereunder.
- 2. District shall indemnify, defend, and hold Provider and Provider's employee(s) harmless from and against any and all liability, judgments, costs, damages, claim or demands, including, without limitation, reasonable attorneys' fees, arising out of any negligent or intentional act(s) or omission(s) of the District, except to the extent caused by, attributed to or arising from any act(s) or omission(s) on the part of Provider or Provider's agents, officers or employees.
- G. <u>Assignment</u>. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- H. <u>Subcontracting.</u> None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.
- I. <u>Use of District's Name/Logo.</u> Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.
- J. <u>Promotional Materials.</u> Provider agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of promotion without the District's express written consent.

- K. <u>Non-Discrimination</u>. The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
- L. <u>Governing Law.</u> This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms. Provider further agrees to the exclusive jurisdiction and venue of courts sitting in Chester County, Pennsylvania, with respect to any disputes that arise between the parties.
- M. <u>Right to Know Law.</u> Provider agrees that it will, when requested by the District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the Provider to create any record other than the written report to the District.

Intending to be legally bound hereby, the parties have set their hands and seals the date set forth below.

Signatures Follow

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

Ву:	
ATTEST:	Date
By:	
CHESTER COUNTY INTERMEDIATE UN	NIT
Ву:	
ATTEST:	Date
$R\mathbf{v}$	

Consent IX, F, 5: Authorization of Diplomas

VIA: Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning

Action Under Consideration: That the Board of School Directors grants Conestoga High School diplomas to 5 students who have fulfilled all requirements for graduation as of August 2020.

X, Other Actions Under Consideration

Agenda X, A: PDE Guidance on Keystone Exams for the 2019-2020 Cohort of Students

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors authorizes the Superintendent or designee to make the Keystone Exams optional for the Spring 2019-2020 cohort of students in accordance with guidance from the Pennsylvania Department of Education. Per Act 158 of the PA Public School Code, statewide graduation requirements regarding the Keystone Exams pathways are still in effect for the graduating classes of 2022 and beyond.

- 1. Discussion Mark Cataldi, Director of Assessment and Accountability
- 2. Board Questions/Comments
- 3. Public Comment
- 4. Board Discussion/Action

PDE Guidance on Keystone Exams

2019 -2020 Cohort of Students Enrolled in Algebra I, Biology, and/or Literature







Districts may choose to schedule a make-up opportunity for the entire cohort

OR

Districts may make it optional

Testing windows 2020-2021 school year:

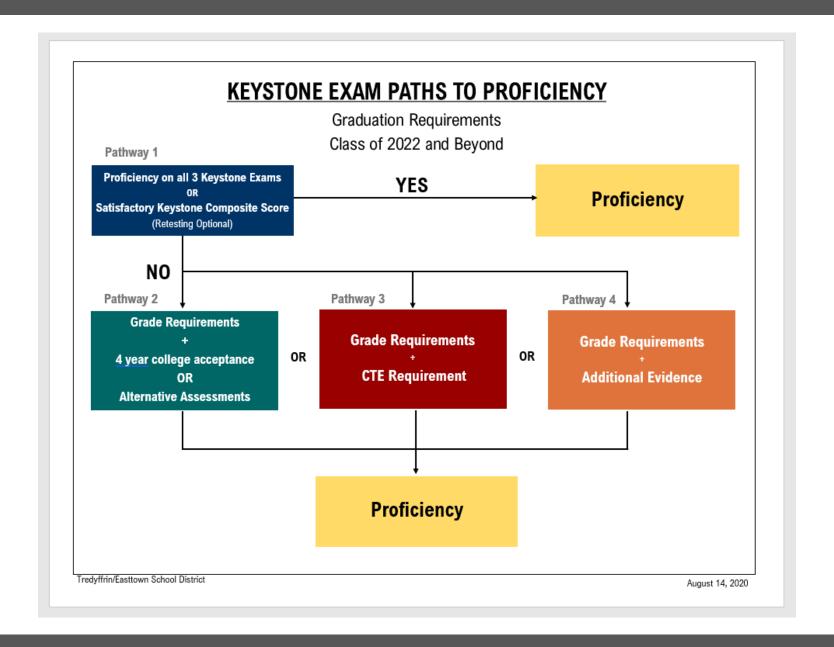
Sept 28 – Oct 16, 2020 (Sept 28 is a day off)

Dec 1-15, 2020

Jan 4-15, 2021

May 17-28, 2021

The decision must be communicated publicly at a meeting of the Board of Directors and posted on the District's website



Keystone Exam Paths to Proficiency

Graduation Requirements Class of 2022 and Beyond

Pathway 1

- · Proficiency on all three Keystone Exams; or
- · Attain a satisfactory composite score of 4452
- · Must score proficient on one of three exams and no less than basic on other two

Pathway 2

- · Passing grades in the Keystone Exam content areas; and
- · Four year college acceptance or an alternative assessment
- State established score for PSAT (970), SAT (1010), ACT (21), or Keystone content areas AP Exam (3)

Pathway 3

- · Passing grade in the Keystone Exam content area
- · Career and Technical Education (CTE) Requirement
- · Evidence of readiness for Career and Technical Education concentrators
- · Applies to students in a Career and Technical program, such as Technical College High School

Pathway 4

- · Passing grades in the Keystone Exam content areas; and
- Additional Evidence
- · Three pieces of evidence for postsecondary readiness
- . One piece from Tier 1 and two pieces from Tier 2

Pathway 4 Tiers/Additional Evidence

- Tier One:
- State established score on an SAT subject-specific test (630) or AP Exam (3)
- · Acceptance into an institution of higher education other than a 4 year institution
- · Industry-recognized credential
- · Passing grade in a concurrent enrollment course
- Tier Two:
- · Any additional item from Tier 1
- · Service learning project
- · A proficient or advanced score on a Keystone Exam
- · A letter guaranteeing full-time employment
- · Completion of an internship
- Completion of NCAA core courses for college-bound athletes with at least a 2.0 GPA

Additional Points

- · Evaluate the need for remediation at parent/guardian request
- · Continue to offer testing in the summer and winter for new students
- · Students with IEPs use one of the pathways before using the IEP provision
- Keystone Exam performance will not be listed on the transcript unless requested by the parent/guardian

Tredyffrin/Easttown School District

August 14, 2020



Recommendations

- Optional/Opt-in
- Use the following testing windows with parent/guardian choice:
 - Dec 1-15, 2020
 - Jan 4-15, 2021
 - May 17-28, 2021

Agenda X, B: Memorandum of Understanding with the Tredyffrin/Easttown Education Association

VIA: Jeanne Pocalyko, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the Memorandum of Understanding between the Tredyffrin/Easttown School District ("District") and Tredyffrin/Easttown Education Association ("TEEA"), (known collectively as the "Parties") that amends the current collective bargaining agreement for the 2020-2021 school year.

- 1. Discussion
- 2. Board Questions/Comments
- 3. Public Comment
- 4. Board Discussion/Action

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

Between the Tredyffrin/Easttown School District and the Tredyffrin/Easttown Education Association

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Tredyffrin/Easttown **School** District (the "District") and the Tredyffrin/Easttown Education Association (the "Association"). The District and Association will be referred to collectively as "the Parties."

WHEREAS, the District and the Association are parties to a collective bargaining agreement with a term of July 1, 2020 through June 30, 2023 (the "CBA");

WHEREAS, there are significant health and safety concerns regarding the pandemic arising from COVID-19 ("the pandemic") which relate to and surround the continued safe opening and operation of school buildings and facilities;

WHEREAS, due to the uncertainties created by the pandemic, District may be providing instruction, in whole or in part, by means of remote instruction;

WHEREAS, due to the need for enhanced safety measures created by the pandemic, the District is and will be required to adhere to dynamic and evolving statutory and regulatory requirements;

WHEREAS, it will be in the best interests of the District and the TEEA members for the District to adopt and impose workplace rules in concert with recommended medical guidance from, among others, the Center for Disease Control and the Pennsylvania Department of Health ("recommended medical guidance").

WHEREAS, these considerations may create various and unanticipated changes to the working conditions of the TEEA members; and

WHEREAS, the District and the Association, after discussion, desire to work cooperatively to address these unique and emergent issues.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

- 1. Section 4.01 "SCHOOL YEAR" is amended to allow for the conversion by the District of instructional days to non-instructional days at the District's sole discretion. The total number of instructional and noninstructional days may not exceed 191.
- 2. The District may conduct remote instruction for the 2020-2021 school year as described in the District's Continuity of Education Plan for Reopening 2020-

- 21 through use of third-party providers for students whose needs the TESD remote plan cannot fully address. This does not change the language of the CBA for the 2021-2022 school year or further in the future. The CBA language shall be immediately reinstated for the 2021-2022 school year.
- 3. The TEEA agrees that the changes to working conditions caused by the compliance with statutory or regulatory requirements or recommended medical guidance issued by a state or federal agency will not constitute a violation of the CBA. The District shall notify the Association prior to any changes in this paragraph as soon as possible but in no event fewer than five (5) days, except in cases where such notice is impossible.
- 4. The District agrees there will be no involuntary furloughing or involuntary, non-disciplinary demotion of any Employee, which furlough or demotion would take effect during the 2020-2021 Contract Year. The District shall continue to employ at least 508.7 full-time equivalent bargaining unit employees for the term of this MOU.
- 5. At the conclusion of the 2020-2021 school year, should the District curtail programs consistent with the Pennsylvania Public School Code of 1949, 24 P.S. 1-101, et seq. (the "School Code") and ultimately suspend temporary professional employees and/or reduce temporary professional employees in compliance with the School Code, the Association will not arbitrate a grievance for such action. This agreement does not address any employee's individual rights available pursuant to the School Code.
- 6. The CBA permits the use of up to six (6) accrued, unused sick days per contract year for care of an immediate family member as defined under Section 3.09. The District will permit an additional (4) accrued, unused sick days to be used in this manner for COVID-19 related reasons documented by the employee at the time of use.
- 7. The parties expressly agree that the use of cameras, live streaming and the "Integrated Instructional Model" (which method is described in the District's Continuity of Education Plan for Reopening 2020-21), for the purpose of virtual learning shall be permitted for the 2020-2021 school year. This agreement is without prejudice to any position either party may take with respect to this issue in future years.
- 8. This MOU does not create any entitlement to a specific course of remote instruction with respect to any student.
- 9. This MOU serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances.

- 10. This MOU shall be effective July 1, 2020 through June 30, 2021 and may be extended by mutual written agreement between the President of the Association and Superintendent.
- 11. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.
- 12. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.
- 13. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the date set forth herein.

President,	President, Tredyffrin/Easttown
Tredyffrin/Easttown Education Association	School District Board of School Directors
Date: August, 2020	Date: August 24, 2020

XI. Information

Agenda XI, B: 2020 Summer Workshop Summaries

VIA: Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning

2020 SUMMER WORKSHOP SUMMARIES

Below are summary reports for workshops that were conducted this summer to enhance the educational program and to meet strategic plan initiatives.

High School Navigate Program

Date: June 16, 2020 – 8:00AM to 1:00PM

Director: Chandra Singh

Participants: Rachelle Gough, Aaron Gutter, Danielle Sculley-Ellett

Participants planned the Navigate meeting schedule, created topics and meeting agendas, planned a series of onsite and virtual college trips, and considered programming for an early fall College Application Workshop. Participants also planned for the creation of a 9th grade mentor program and additional workshops focused on self-advocacy, career exploration, and goal setting. This planning provided a full year of programming for students of under-represented populations with the goal of increasing college readiness and academic motivation and success.

Peer Mediation for High School Teams

Date: August 3-7, 2020 – 7:30AM to 3:30PM (one hour unpaid lunch)

Director: Chandra Singh

Participants: Patrick Cupo, Marci Mariani, Cassandra Hesse, and Ashley Strouse

Participants trained student peer mediators as part of the existing building-level peer mediation program for conflict resolution and building team skills. Annual training is critical to ensure a cadre of students and faculty sponsors are trained to support and maintain the program. The peer mediation program is a component of the District's initiatives for positive school climate.

High School AASU Club

Date: August 7, 2020 and August 14, 2020 – 8:00AM to 1:00PM

Director: Chandra Singh

Participants: Leashia Lewis and Keri Phillips

Participants continued to follow the District initiatives led by Pacific Education Group to develop AASU club goals for 2020-21. Time was spent planning the yearly calendar and developing the club membership roster and invitation letters for new members. The advisors planned for a multi-developmental plan for the next couple of years, beginning with a year of healing. The advisors worked to create a plan for the year around the themes of unity and healing.

CHS Equity Teamwork

Date: July/August – various Dates
Directors: Amy Meisinger/Chandra Singh

Participants: Tricia Ebarvia, Leashia Lewis, Ben Smith, Katie Walter, Alison Youndt, Keri Phillips,

Brooke Hauer, Seth Dixon, Alex Solove, Rachelle Gough

Participants worked to plan the equity based initiatives for Conestoga for the upcoming school year. In particular, the professional period framework for small group equity conversations which will be facilitated by E-Team members with the goal of increasing racial consciousness of each faculty member during the course of the 2020-21 school year.

College and Career Transition (CCT) Course

Date: 2 days; TBD Directors: Mark Cataldi

Participants: 3 members of the Original CCT Course Development Group

Participants revised and updated the course curriculum while adapting for the delivery via a virtual platform.

School Counselors and Mental Health Specialists
Date: 2 days for each participant
Directors: Mark Cataldi/Chris Groppe

Participants: 23 School Counselors and 5 Mental Health Specialist

Participants provided counseling support to identified students during the summer break.

School Counselors, Mental Health Specialists, and Multi-tiered Intervention Teachers

Date: August 4 for Elementary Group, August 7 for Middle School Group and

August 6 and 19 for High School Group

Directors: Mark Cataldi/Ellen Turk

Participants: 24 School Counselors, 5 Mental Health Specialists and 4 Multi-tiered Intervention

Teachers

Participants developed school reopening plans to address social-emotional wellness, including connectedness, community building, resiliency, and developmental school counseling programming.