

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

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

District Web Site: www.tesd.net

July 15, 2019

Special Board Meeting

To convene after the completion of interviews, which begin at 6:30 pm

AGENDA

I. Call to Order and Salute to the Flag

II. Comments and/or Questions from Community Members

Citizens are invited to address the Board at this time. The public comment period is reserved for residents and taxpayers. Additionally, the Board will accept comments from sitting public officials for non-campaigning purposes and, by agreement with the TEEA, the Board will accept comments from the union president. Public comments made at this time should either be related to the Board vacancy or the consent agenda. This will be the final opportunity for public comment on these topics. A five minute time period is allowed for individual comments, including acknowledgement or answer from the Board or staff when applicable. If it is determined that there is a large number of individuals who wish to comment on a particular topic, at the discretion of the presiding officer, the individual comment time may be reduced from five minutes to three minutes. All comments will be directed to the Board as a whole or to the presiding officer. No comments or questions shall be directed to individual Board members. All public comments and responses must be in the spirit of civil public discourse. The Board thanks the public in advance for its cooperation.

III. Appointment of Temporary Board Secretary

- The agenda and materials are posted online for public information. Posted agenda information is updated as needed. A date at the bottom of a page indicates revised information
- A review copy of complete Board meeting materials is available in printed form at the Board meeting sign-in table.
- Abbreviated print copies of agenda materials are available at Board public meetings.
- Criteria for omitting pages from printed agenda materials: attachments of 10 pages or more, monthly financial reports, confidential student information, salaries and items annotated in the agenda.
- Please visit the District website for a recap of this meeting. Official meeting minutes are available on the website following their approval by the Board at a subsequent meeting.
- To receive email notification of District information, send an email to notification1@tesd.net
- The Board, at its discretion, may video record all or any portion of public Board meetings subject to the limitations set forth in Policy 9313. Board meeting videos are aired on Verizon Cable Channel 20 and Comcast Cable Channel 14. See the website for a program schedule.

IV. Priority Discussion

- A. Board Member Vacancy
 - 1. Nominations
 - 2. Board Deliberation and Vote

V. Consent Agenda

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 nay or abstain with respect to a consent agenda item without the need for removing the item from the consent agenda.

- A. Minutes of the June 10, 2019 Regular Board Meeting
- B. Financials
 - None.
- C. Personnel
 - 1. Routine Personnel Actions
 - The Board will take action on routine resignations, releases, retirements, leaves, and appointments.
 - 2. Contracted Services for the 2019-2020 School Year
- D. Curriculum and Instruction
 - 1. Agreement with Pacific Educational Group
- E. Business Office
 - 1. Appointment of District Tax Collector
 - 2. Appointment of Board Treasurer
 - 3. Service Agreement with PowerSchool
 - 4. Tax Bill Homestead/Farmstead Exclusion
 - 5. Agreement with Reconstructive Orthopaedic Associates II, P.C.
 - 6. Contract with Naviance, Inc.
- F. Staff and Students
 - 1. Educational Services Agreement
 - 2. Contracts with Approved Private Schools
 - 3. Agreement with Richard J. Caron Foundation
- G. Transportation
 - None.
- H. School Board
 - None.

VI. Comments or Questions from Community Members

The public comment period for non-agenda items is reserved for residents and taxpayers.

VII. Information

- A. School Board Meetings
 - In accordance with Act 93 of 1998 (Sunshine Law), the Board of School Directors met on 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 relations, real estate or land acquisition.

July 8, 2019 at 7:00 pm

Future School Board Meetings are scheduled for:

Monday, August 26, 2019, Regular Board Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, September 23, 2019, Regular Board Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, October 28, 2019, Regular Board Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

VIII. General Announcements

IX. Adjournment

AGENDA MATERIALS

Agenda III: Appointment of Temporary Board Secretary

VIA: Richard Gusick, Superintendent of Schools

<p>Action Under Consideration: That the Board of School Directors appoints Jeanne Pocalyko to serve as a temporary Board Secretary for the Tredyffrin/Easttown School District for the July 15, 2019 School Board Meeting only.</p>
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AGENDA MATERIALS

Agenda IV, Priority Discussion/Action

Agenda IV, A: School Board Vacancy

VIA: Richard Gusick, Superintendent of Schools

Action Under Consideration: That the Board of School Directors fills a School Board Director vacancy.

1. Nominations
2. Board Deliberation and Vote

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

**July 15, 2019
Special Board Meeting**

AGENDA MATERIALS

V, 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 (V):

- A. Minutes of the June 10, 2019 Regular Board Meeting
- C1. Routine Personnel Actions
- C2. Contracted Services for the 2019-2020 School Year
- D1. Agreement with Pacific Educational Group
- E1. Appointment of District Tax Collector
- E2. Appointment of Board Treasurer
- E3. Service Agreement with PowerSchool
- E4. Tax Bill Homestead/Farmstead Exclusion
- E5. Agreement with Reconstructive Orthopaedic Associates II, P.C.
- E6. Contract with Naviance, Inc.
- F1. Educational Services Agreement
- F2. Contracts with Approved Private Schools
- F3. Agreement with Richard J. Caron Foundation

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 V, A: Minutes of the June 10, 2019, Regular Board Meeting

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

Action Under Consideration: That the Board of School Directors approves the minutes of the June 10, 2019 Regular Board Meeting (see attachment):

The Tredyffrin/Easttown Board of School Directors met in regular session on the above date at Conestoga High School, 200 Irish Road, Berwyn.

Members present: Kyle Boyer, Michele Burger, Scott Dorsey, Roberta Hotinski, Todd Kantorczyk, Katharine Murphy, Edward Sweeney, Heather Ward and Tina Whitlow.

Others in attendance:

- Richard Gusick, Superintendent of Schools;
- Arthur J. McDonnell, Business Manager/Board Secretary;
- David Francella, Treasurer;
- Ed Diasio, District Solicitor;
- Jeanne Pocalyko, Director of Human Resources;
- Chris Groppe, Director of Individualized Student Services;
- Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning;
- Mark Cataldi, Director of Assessment and Accountability;
- Mike Szymendera, Director of Instructional Technology;
- Oscar Torres, Director of State and Federal Programs/Curriculum Supervisor;
- Nicole Roy, Special Education Supervisor;
- Lisa Snyder, Special Education Supervisor;
- Katie Parker, Special Education Supervisor;
- Nancy Adams, Curriculum Supervisor;
- Michele Staves, Curriculum Supervisor;
- Karen Henry, Supervisor of Transportation;
- Stephanie Demming, Principal, Beaumont Elementary School;
- Todd Parker, Principal, Devon Elementary School;
- Diane Cohle, Principal, Hillside Elementary School;
- Patrick Gately, Principal, New Eagle Elementary School;
- Rebecca Wills, Principal, Valley Forge Elementary School;
- Andy Phillips, Principal, Tredyffrin/Easttown Middle School;
- Matt Gibson, Principal, Valley Forge Middle School;
- Amy Meisinger, Principal, Conestoga High School;
- Misty Whelan, Assistant Principal, Conestoga High School;
- Anthony DiLella, Assistant Principal, Conestoga High School;
- Jamie Bankert, Assistant Principal, Conestoga High School;
- Patrick Boyle, Assistant Principal, Conestoga High School

Call to Order and Salute to the Flag

Report from Student Representatives

- None.

Report from Professional Staff

- None.

Recognition of 2018-2019 Retirees

Name	Location	Years w/ T/E
Susan Alfano	Devon Elementary	20
Scott Allison	T/E Middle	35
Ana Axtmayer	Valley Forge Middle	19
Dr. Joanne H. Boyer	New Eagle Elementary	28
Gertrude Brown	Conestoga High	22
William Bryant	T/E Middle	18
Kathryn Burling	Conestoga High	19
Karen Burns	Devon Elementary	27
Debra Ciamacca	Conestoga High	19

Diane Cohle	Hillside Elementary	13
Trevor Drake	Conestoga High	24
Gwen Durante	TEAO	24
Carol D. Gibson	Conestoga High	25
Gail Hamman	Conestoga High	25
Deborah Johnston-Kreamer	New Eagle Elementary	20
Rebecca Maxwell	Conestoga High	3
Deric Peltier	Valley Forge Middle	32
Leanne Pretz	Conestoga High	18
Pete Ricci	Valley Forge Middle	23
Gladys Shavney	New Eagle Elementary	19
Suzanne Steinberg	Valley Forge Middle	13
Joel Stever	Devon Elementary	40
Bessie Wright	Valley Forge Elementary	7
JoAnn Yusko	Conestoga High	28

Students, Staff and Program Highlights

The Board of School Directors honored our Parent Teacher Organization Presidents, Home School Association Presidents and Conestoga High School Parent Committee Chairs for their dedication to the T/E School District. The Board recognizes Home School Association Presidents Megan Schwartz and Magan Pilato; PTO Presidents Amy Lange, Kathleen Thomas, Bryn Arata, Susie Geib, Heather McConnell, Renee DeViscio, Tereza Keohane; and Conestoga High School Parent Committee Chairs Margaret MacKenzie, Tracey Prestipino, Katrina Hottenstein and Carrie Erickson for the countless hours they have spent supporting T/E students. Thank you for your time, energy and commitment to the T/E school community.

Comments/Questions from Community Members:

- Doug Anestad commented on the Classroom and Supplemental Textbook List and 2019-2020 Final Budget.
- Cindy Verguldi commented on the retirements.
- Neil Colligan commented on the 2019-2020 Final Budget.
- Alex Johnson commented on Rugby Club as a varsity sport.
- Dondre Ross commented on Rugby Club as a varsity sport.

Priority Discussion

Adoption of the 2019-2020 Final Budget

The Board of School Directors for the Tredyffrin/Easttown School District adopted the following resolutions that pertain to the approval of the 2019-2020 Final Budget submitted by the District’s administration:

WHEREAS, a Final Budget for the 2019-2020 school year has been prepared for and submitted to the Board of School Directors for the Tredyffrin/Easttown School District for its consideration; and,

WHEREAS, the Board has reviewed and fully considered said Final Budget; and,

WHEREAS, ten days’ public notice has been given of the adoption of the said Final Budget; and,

WHEREAS, said Final Budget has been printed or otherwise made available for public inspection to all persons who might have an interest therein, at least twenty days prior to the date of this resolution; and,

WHEREAS, the Board of School Directors has made such revisions and changes to said Final Budget as appear advisable;

NOW, THEREFORE, be it resolved by the Board of School Directors for the Tredyffrin/Easttown School District, Wayne, Chester County, Pennsylvania, and,

IT IS HEREBY RESOLVED by authority of the same as follows:

The Final Budget for the 2019-2020 school year is in the amount of \$147,451,818 revenues, \$5,206,629 fund balance allocation, and \$153,658,447 for expenditures is hereby adopted as the annual budget.

In order to provide a segment of the revenue required by said Final Budget, a school tax on real estate is hereby levied for the ensuing fiscal year on all real property assessed and certified for taxation within the School District.

The 2019-2020 tax hereby levied shall be at a rate of 23.8795 mills, on the assessed valuation of all such taxable real estate or at the rate of \$23.88 per \$1,000 assessment subject to the discount and/or penalty provisions prescribed by the laws of the Commonwealth. This is an increase of .8985 mills from the 2018-2019 tax rate.

Dr. Gusick and Mr. McDonnell presented the 2019-2020 budget.

Board Discussion

- Roberta Hotinski motioned to amend the 2019-2020 Final Budget resolution to include \$300,000 in the contingency fund for a new reading program, materials and training. The motion was seconded by Kate Murphy.

Comments/Questions from Community Members

- Kate Mayer commented on the reading program.
- Wendy Brooks commented on reading program.

Board Discussion

- Kate Murphy commented on the reading program.
- Michele Burger commented on the reading program.
- Tina Whitlow commented on the reading program.

The Board of School Directors then voted on the motion to amend the 2019-2020 Final Budget to add \$300,000 to the contingency fund for a new reading program. The motion passed 9-0.

Board Discussion

- Ed Sweeney commented on revising the 2016-2017 and 2017-2018 Annual Financial Report.
- Ed Diasio, District Solicitor, commented on the process to revise an Annual Financial Report.
- Kyle Boyer commented on the 2019-2020 Final Budget.
- Roberta Hotinski commented on the revising the Annual Financial Report.
- Todd Kantorzcyk commented on revising the Annual Financial Report.

Mr. McDonnell read the updated numbers to the 2019-2020 Final Budget read earlier by President Dorsey based on the amendment of \$300,000 to Contingency Fund.

Kyle Boyer moved, then the motion was seconded, that the Board of School Directors approve the resolution with amended numbers as read by Mr. McDonnell.

Comments/Questions from Community Members

- Doug Anestad commented on the 2019-2020 Final Budget.
- Neal Colligan commented on the 2019-2020 Final Budget.
- Mike Heaberg commented on the 2019-2020 Final Budget.
- Ray Clarke commented on the 2019-2020 Final Budget.
- David Miller commented on the 2019-2020 Final Budget.
- Carol Clark commented on the 2019-2020 Final Budget.

- Robin Yocum commented on the 2019-2020 Budget.

Board Discussion

- Kyle Boyer commented on special education costs.
- Robert Hotinski commented on the 2019-2020 Final Budget.
- Ed Sweeney commented on the 2019-2020 Final Budget.
- Michele Burger commented on the 2019-2020 Final Budget.
- Todd Kantorczyk commented on the 2019-2020 Final Budget.
- Scott Dorsey commented on the 2019-2020 Final Budget.
- Kate Murphy commented on the 2019-2020 Final Budget.

Art McDonnell called a roll call vote:

Scott Dorsey: Yes
 Michele Burger: Yes
 Kyle Boyer: Yes
 Roberta Hotinski: Yes
 Todd Kantorczyk: Yes
 Kate Murphy: No
 Heather Ward: Yes
 Tina Whitlow: Yes
 Ed Sweeney: No

The motion passed 7-2.

Committee and Ambassador Reports

- A. Facilities - Michele Burger
- B. Education – Dr. Roberta Hotinski
- C. Finance – Todd Kantorczyk
- D. Diversity - Tina Whitlow
- E. Policy – Katharine Murphy
- F. Ad Hoc Public Information Committee – Heather Ward
- G. Ad Hoc Legislation – Kyle Boyer
- H. Intermediate Unit/Technical School – Ed Sweeney

Consent Agenda

Minutes of the May 29, 2019 Regular Board Meeting

The Board of School Directors approved the minutes of the May 29, 2019 Regular Board Meeting

Preliminary Authorization of Accounts Payable and Payroll

The Board of School Directors approved payment of current invoices and payroll as stated below:

FURTHER RESOLVED, that the Board Treasurer is authorized to pay current invoices and payroll from the General Fund not to exceed the amount of \$11,000,000 for the month of July and \$13,000,000 for the month of August.

Routine Personnel Actions

Resignations/Releases/Retirements

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

- William Bryant, teacher, T/E Middle, retirement, effective last teacher day of the 2018-19 school year
- Nancy Caldwell, paraeducator, Valley Forge Elementary, resignation, effective 6/13/19

Appointments

The Board of School Directors approved the following appointments; changes in position and/or location:

- Candida Cifone, secretary “B”, TEAO, at an hourly rate of \$19.01, effective 6/4/19
- Francis Colbert, substitute crossing guard, District, at an hourly rate of \$17.77, effective 5/28/19
- Emily Heckman, teacher, Long Term Substitute Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 1/27/20
- Allison Inch, substitute teacher, 2019 Reading Camp, at an hourly rate of \$35.00
- Corey Lee, (.5) FTE custodian, location change to Devon Elementary, effective 5/9/19
- Kaitlyn Mancuso, teacher, Long Term Substitute Contract, Valley Forge Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 6/30/20
- Caitlin McDonough, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$53,772, effective 7/1/19
- Shannon Mooney, teacher, Long Term Substitute Contract, Hillside Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 1/27/20
- Heidi Powel, teacher, Long Term Substitute Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 1/27/20
- Horace Rooney, Jr., supervisor of language arts and staff development, TEAO, salary based and prorated on annual salary of \$129,256 and one-time payment of 1% of salary June 2020, effective 7/8/19*
- Nicole Short, tutor, 2019 ESY Program, at an hourly rate of \$55.00
- Chandra Singh, assistant principal, Conestoga High, salary based and prorated on annual salary of \$113,000 and one-time payment of 1% of salary June 2020, effective 7/3/19*
- Kelly Smart, change to (1.0) FTE, Temporary Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of \$53,772, effective 7/1/19
- Grace Li Terramin, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$53,772, effective 7/1/19
- Ellen Turk, school safety coordinator, TEAO, salary based and prorated on annual salary of \$120,000 and one-time payment of 1% of salary June 2020, effective 7/1/19

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

Volunteer Report

BEAUMONT ELEMENTARY SCHOOL

Library

Michelle Moua	Meredith Orlowski	Anna Umsted	Sara Valenti
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Mystery Reader

Maria Bruhin	Salman Chaudhry	Alex Li	Robert Orlowski
Yue Sun			

Science Explorers

Amanda Wollick

Yearbook

Claudette Mc Carron

Bee Man Visit

Tara Bannon	Jen Bracco	Michele Brown	Jen Gallagher
Erin Giovanni	Jenna Glahn	Nancy Guo	So Young Jang
Leigh Martin	Kate Murphy	Halie O’Shea	Himani Shah

Doug Sweet	Sara Vose	Amanda Wollick	
First Grade Book Publishing			
Kevin Marks	Ginger McGeer	Erin Monast	Kate Murphy
Patty Neeb	Mary Ellen O'Donnell	Lindsey Weber	Yoshiko Yamaguchi
Field Day			
Paula Cardenas	Sheila Cerqua	Julie Cervini	Tanaz Daruwalla
Marc De Croisset	Michelle Moua	Patty Neeb	Amanda Wollick
Walking Club			
Maria Bruhin	Julie Cervini	Becky Cogswell	Carrie Rongner-Cook
Jasmine Harris	Cara Wiechecki	Yoshiko Yamaguchi	
Book Fair			
Jen Anderson	Kelly Bickel	Maria Bruhin	Julie Cervini
Jean-Luc Charpentier	Michelle Cherny	Nancy Guo	Liz Hardy
Leigh Martin	Ginger McGeer	Alicia Mendicino	Erin Monast
Sarah Olsen	Catherine Parker	Ruth Pulliam	Emily Spring
Heather Stigall	Cindy Wan	Elena Williamson	Amanda Wollick

HILLSIDE ELEMENTARY SCHOOL

First Grade Guest Reader			
Frank Angelini	Celeste Baker	Sukalpa Basu	Joe Bruni
Kate Bruni	Cameron Estes	Yan Liu	Alison Powell
Jacy Rider	Sarah Staats		
Second Grade Jump Rope For Heart			
Maureen Boyd	Jeanette Brown	Liz Brown	Jack Chen
Seth Flesher	Gina Fredericks	Matt Fredericks	Shweta Gumma
Natalie Hoffmann	Christin King	Monika Kita-Szela	Kelly Ploszay
Joe Rexroat	Alison Sikirica	Jon Withers	Molly Zangrilli
Library Volunteers			
Alicia Camara	Joyce Decker	Cosette Elliott	Kathy Gribb
Collene Kennedy	Kate Kilgarrieff	Cathy Munch	Faiza Tariq
Pia Twomey	Jon Withers		
Third Grade			
Xiaomei Shao			

VALLEY FORGE ELEMENTARY SCHOOL

Cafeteria			
Shagun Patnaik			
Lobby			
Emily Brunner	Kamila Jodzio		
Library			
Rili Ahmad	Stacy Albert	Kim Aquilante	Geisa Arnold
Emily Carteen	Tarin Cataldo	Jillian Conlin	Wendy Cooper
Robin Cvitanov	Amanda D'Ascanio	Claire DeCurtis	Laura DeJong
Alexis DiLullo	Lauren Doran	Lesley Farrell	Maryellen Fulton
Maggie Reardon Gaines	Jie Gao	Shilpa Gupta	Heather Hill
Elizabeth Hoffman	Un Kyong Ho	Amanda Ivory	Kamila Jodzio

Tola Oni Jordan	Ikuko Karacsony	Christopher Keene	Melissa Keene
Tereza Keohane	Kim Kerns	Shannon Korff	Leah Krider
Chulani	Anne Luba	Jamie Lynch	Lin Ma
Kudalugodaarachchi			
Heather Manifold	Marie-Josée Masella	Heather McConnell	Susan McGowan
Christine Miller	Karen Murray	Sharmeen Mussani	Jo Novelli
Yunjin No	Jenette Oddo	Sowmya Odimikal Aravamudhan	Shirley Osborne
Tina Parson	Moji Pour	Swetha Putumbaka	Gomathi Ramadoss
Neeru Rattan	Lauren Rudolf	Jon Rust	Andrea Sau
Amy Saylor	Linda Schubert	Chris Shelton	Kimberly Sokol
Julie Soura	Aimee Stabley	Brooke Stienes	Jackie Wahlers
Brooks White	Doug Wilson	Kristen Wright	Fanny Yuliana
Katherine Zhou			

Publishing Center

Kerry Anderson	Trinity Anderson	Tarin Cataldo	Robin Cvitanov
Erika Dawson	Tola Oni Jordan	Alison Murray	Moji Pour
Jean Rauscher	Kim Reeder	Lauren Rudolf	Julie Soura
Caren Trudel	Brooks White	Kristen Wright	

Miscellaneous

Trinity Anderson	Jill Angelides	Kim Aquilante	Pamela Badolato
Rachna Bagdi	Patricia Becker	Jun Cheng	Renu Chudamani
Jill Conlin	Sara Cole	Claire DeCurtis	Alexis DiLullo
Hafsa Fahim	Melissa Fanelli	Christopher Farrell	Lesley Farrell
Ellen Galka	Jie Gao	Charissa Gardner	Jessica Graves
Suzette Grilley	Elizabeth Hoffman	Luxia Hong	Emily Hynes
Amanda Ivory	Jen Kampes	April Kennedy	Kristen Krebs
Zi-Ninn Lee	Richard Look	Stephanie Lucot	Amanda Macielinski
Heather Manifold	Josh Manifold	Simmer Marcelli	William Martin
Marie-Josée Masella	Chandini Mathur	Susan McGowan	Amanda Miller
Alison Murray	Hang Nguyen	Yun Jin No	Jenette Oddo
Lana Patitucci	Moji Pour	Tracey Quarles	Gomathi Ramadoss
Neeru Rattan	Michael Reynolds	Allison Russell	Sarah Salamanca
Aimee Stabley	Qiongying Su	Caren Trudel	Andrea Vainius
Ashley Walker	Martha Walker	Doug Wilson	Jie Yan
Weronika Swierczowski			

School Store

Tarin Cataldo	Kate Forester	Alysa Hansen	Heather Hill
Michelle Iwachiw	Marie-Josée Masella	Caren Trudel	Amanda Whitehead

Executive Board

Stacy Barry	Emily Carteen	Alexis DiLullo	Davie Greger
Audrey Groseclose	Shilpa Gupta	Simmer Marcelli	Chandini Mathur
Joann Mayo	Heather McConnell	Susan McGowan	Adrienne Miller
Amanda Mlinar	Swetha Putumbaka	Julie Soura	Brooks White

Doug Wilson

TREDYFFRIN/EASTTOWN

MIDDLE SCHOOL**School Store**

Catherine Ahern	Jennifer Bachman	Kristin Becket	Heather Burton
Rebecca Caldwell	Marla Carson	Christine Cunningham	Jeong Duffy
Tracy Hughes	Leah LeComte	Tracy Liebezeit	Autumn O'Reilly
Maura Redmond	Katharine Vanderau	Tracy Viola	

Art Studio

Rita Thompson

Jr. Model Un Field Trips

Shweta Chopra	Andy Conrad	Kimberly Conrad	Francine Danenhower
Angela Harris	Basil Harris	Avis Cooper James	

5th Grade Zoo Trip

Catherine Ahern	Siobhan Arnold	Colleen Bauer	Krasimira Blagoev
Jen Bracco	Mark Cawley	Shannon Choe	Gayle Connelly
Bernadette D'Emilio	Brad DeHart	Kerry Dolan	Seth Flesher
Kari Francione	Stephanie Frederick	Kate Friel	Carey Gillis
Karen Hummel	Cindy Krapels	Bill Krapf	Anita Laloo
Leah LeComte	Victor Li	Cheska Levy	Colleen Mahoney
Ashley Meyers	Julia Morrill	Joanna Morrissey	Katja Myers
Courtney O'Brien	Alison Pikalyuk	Monica Russo	Donna Sauder
Dana Scheer	Michael Scheffer	Christine Singley	Gabriela Snyder
Gayle Snyder	Phil Tharnish	Margaret Tierney	Barbara Todd
Adriana Tymchenko	Tracy Viola	John Wallingford	Cara Wiechecki
Emily Yadati			

CONESTOGA HIGH SCHOOL**Drivers**

Jeannette Alwine	Tracy Castelli	Karen Celebuski	Betty Hannan
Sarah Grossman	Margaret MacKenzie	Evans Pancoast	

Attendance Office

Carol Connolly	Dana Derkacz	Eileen Dirkes	Cindy Sillhart
Shihong Sheng			

Main Office

Melissa Acton	Anaid Calvitti	Susan Canas	Tish Connell
Dana Derkacz	Heidi Mallott	Kristy Moesler	Francie Rosato
Karen Seifert	Erin Shine		

Student Services

Melissa Acton	Barbara Bashe	Manjari Doshi	Susan Hirshman
Margaret Mac Kenzie	Jane Martin	Kristy Moesler	Carol Overend
Sarah Regan	Jennifer Roessler		

Shark Tank Judges

Ryan DePaul	Joe Henderson	Tracy Johnson	Colin Mault
Todd Morrissey	Sandra Patterer	Tina Louise Cangemi-Webb	Jim Zdancewicz

Snow Day in May

Dawn Poeta	Margaret MacKenzie	Kristy Moesler	Krista Ross
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Reflections

Sheila Czepiel	Susan Hirshman	Audrey Kese	Tracey King
Margaret MacKenzie	Esther Schlessinger-Mita	Carol Overend	Dawn Poeta
Michelle Rossi	Donna Sauder	Evelyn Shreve	Maureen Sloan
Mary Ruth Thompson			

Class Chairs

Carrie Erickson	Katrina Hottenstein	Margaret MacKenzie	Tracey Prestipino
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2019- 2020 Hourly Wage Rates for Teacher Aides, Paraprofessionals, Evening School Suspension/Monitors (Secondary Schools), District Summer Crew Rates

The Board of School Directors approved the hourly wage rates for teacher aides, paraprofessionals, evening school suspension/monitors (secondary schools) and District summer crew for the 2019-2020 school year as listed.

**2019-2020 Hourly Wage Rates
Teacher Aides, Paraprofessionals, Evening School Suspension/Monitors (Secondary Schools),
District Summer Crew**

	<u>2019-20</u>
Teacher Aides (Instructional/Clerical)	13.61
Paraprofessionals	19.85
▪ Science Aide (Elementary)	
▪ Reading Support (including BRIDGE and Early Intervention)	
▪ Applied Technology Aides (K-12)	
▪ Special Education Support	
▪ Paraprofessional	19.07
▪ Para Educator	14.49
Evening School Suspension/Monitor (Secondary Schools – Certificate Required)	24.26
Crossing Guard	18.07
Summer Crew (General Seasonal)	
1 st year (starting)	10.26
2 nd consecutive year	10.94

Superintendent Evaluation Criteria

Pursuant to Act 82 of 2012, the Board adopted, as the required objective performance standards for Superintendent, the District goals to be presented by Dr. Gusick to the Board at its August 26, 2019 Board meeting for adoption at its September 23, 2019 meeting.

Contracted Services

The Board of School Directors approved the attached list of vendors to provide services to students during the 2019-2020 school year.

2019 Summer Workshops and Participants

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

2019 SUMMER WORKSHOP DESCRIPTIONS

ART

AP Studio Drawing and 2-D Workshop:**Date:** June 20**Time:** 8:00 a.m. to 1:00 p.m.**Director:** Jacqui Rothera**Participants:** Amy Cruz, Leanne Argonish

The College Board has modified AP Studio Drawing and 2-D drastically. Participants will address curricular modifications for the AP Studio changes.

DIVERSITY**Beyond Diversity Workshop:****Date:** August 12-13**Time:** 8:00 a.m. to 3:00 p.m.**Director:** Wendy Towle**Participants:** 65 participants

The participants in this workshop will engage in this two-day training as part of the District's on-going racial equity work with Pacific Educational Group. Participants will explore issues of race and how this influences the culture and climate of our schools. Strategies will be shared for identifying and responding to practices and programs that have an impact on the achievement of students of color, as well as the larger school community.

SOAR Planning:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Director:** Wendy Towle**Participants:** 5 SOAR Advisers, 5 PEG Affiliates and student members of SOAR

SOAR is the vehicle for high school student development around issues of race, identity and academic achievement. During this workshop, the Advisers and Affiliates will work with the student members of SOAR to continue to design the implementation plan for the group.

PEG Affiliate Planning:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Director:** Wendy Towle**Participants:** Orlando Carvajal, Tricia Ebarvia, DeVita Jones, Leashia Lewis

Participants in this workshop will work to design opportunities to broaden the reach of the professional development provided by Pacific Educational Group. The Affiliates will look to provide experiences that allow all faculty members to begin to build a foundational understanding around issues of race and equity.

ENGLISH/LANGUAGE ARTS**Reading Specialist Critical Reading Inventory Training:****Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Location:** TEAO**Director:** Michele Staves/Wendy Towle**Participants:** 1 Reading Specialist

Participant will receive training on the Critical Reading Inventory, including how to administer the reading assessment tool and how to write reports.

CHS World Literature Course Revision:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Location:** TEAO**Director:** Michele Staves/Wendy Towle**Participants:** Tricia Ebarvia, Alex Solove, Susan Gregory, Cyndi Hyatt, Karen Gately, Melissa Pacitti, Dori Madigan, Ben Whitermore, Emmy Talian

Participants will update current texts, assignments, and assessments to align with the anti-bias framework.

CHS American Literature Course Revision:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.

Location: TEAO
Director: Michele Staves/Wendy Towle
Participants: Tricia Ebarvia, Lauren Nordsiek, Dori Madigan, Keri Phillips, Richard Short, Emmy Talian, Laura Viviano, Ben Whitermore, Alex Solove

Participants will update current texts, assignments, and assessments to align with the anti-bias framework.

Elementary Writing Committee:

Date: 1 day; TBD
Time: 8:00 a.m. to 1:00 p.m.
Location: TEAO
Director: Michele Staves/Wendy Towle
Participants: 4 teachers

Participants will coordinate previously written writing lessons to create an electronic resource file to share with building teams in the fall.

PSSA ELA Data Analysis:

Date: 2 days; TBD
Time: 8:00 a.m. to 1:00 p.m.
Location: TEAO
Director: Michele Staves/Wendy Towle
Participants: James Boukalik, Kevin Ruggeri, Elementary Reading Specialist, Middle School Reading Specialist

Participants will analyze PSSA data and create data useful tools for teachers to examine areas of student strengths and needs.

Middle School Special Ed/Writing Collaboration:

Date: 2 days; TBD
Time: 8:00 a.m. to 1:00 p.m.
Location: TEAO
Director: Michele Staves/Wendy Towle/Nicole Roy
Participants: 5 teachers

Participants will collaborate to develop differentiated writing lessons for middle school special education students.

ENGLISH AS A SECOND LANGUAGE

ELD Data Analysis and Curriculum Development:

Date: 2 days; TBD
Time: 8:00 a.m. to 1:00 p.m.
Director: Oscar Torres, Jr.
Participants: 8 ESL specialists

Participants will analyze WIDA ACCESS scores of English Language Learners. ESL specialists will also be trained on the new state requirements for educating English Language Learners. ESL specialists will develop documents to support the instruction of English Language Learners in the Core classroom. Specific attention will be applied to the development of assessments based on the curricular program.

CHS ELD Curriculum Development:

Date: 3 days; TBD
Time: 8:00 a.m. to 12:00 p.m.
Director: Oscar Torres, Jr.
Participants: 2 ESL specialists

Participants will review and revise the high school English Language Development Program to ensure the ELD curriculum is aligned to State and Federal ESSA regulations.

FAMILY AND CONSUMER SCIENCE

Food and Nutrition:

Date: 1 day; TBD
Time: 8:00 a.m. to 1:00 p.m.
Director: Kim Morris
Participants: Michele McMonagle, Kirby Turner

Participants will develop a scope and sequence for this new course.

GIFTED

Elementary Gifted Program:**Date:** 1 day; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Director:** Stephanie Demming**Participants:** 6 elementary gifted support teachers

Teachers will review elementary gifted support programming and Challenge themes. Teachers will revise and enhance activities within the themes while exploring additional technology tools and applications. Additionally, teachers will explore new literature titles that connect to Challenge themes and activities.

Meeting the Needs of Gifted Learners:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Location:** TEMS**Directors:** John Mull**Participants:** 4 Secondary Gifted Support Teachers

New secondary gifted support teachers will be trained in state regulations and District practices surrounding the identification and education of gifted students. Protocols for conducting GIEP meetings and for communicating with students, teachers, administrators and families about gifted student needs will be reviewed. Participants will examine the full continuum of services available to meet the needs of gifted learners. Those new to gifted support will review forms and processes to guide and document the academic enrichment of gifted learners in T/E, and they will be trained in the use of Powerschool GIEP-writing software.

Meeting the Needs of Gifted Middle School Readers:**Date:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Location:** TEMS**Directors:** John Mull/Michele Staves**Participants:** 6 teachers

Teachers will work collaboratively to: (a) review and select higher-level reading materials that can supplement existing texts; and (b) develop accompanying activities and assignments that further challenge gifted learners.

HIGH SCHOOL

Peer Mediation for High School Teams:**Date:** August 5-9**Time:** 7:30 a.m. to 3:30 p.m. (one-hour unpaid lunch)**Director:** New Student Activities Director/Assistant Principal**Participants:** Marcia Mariani and 1 additional advisor

Participants will train 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:** 2 days; TBD**Time:** 8:00 a.m. to 1:00 p.m.**Director:** New Student Activities Director/Assistant Principal (TBD)**Participants:** Leashia Lewis and one additional new advisor

The advisors will develop AASU club goals for 2019-20. Time will be spent planning the yearly calendar and developing the club membership roster and invitation letters for new members. In addition, AASU officers and club members will join the advisors for leadership training on the second day. This follows the District initiative led by the Pacific Educational Group.

High School Navigate Program:**Date:** 2 days in June; TBD**Time:** 8:00 a.m. to 1:00 p.m.

Director: New Student Activities Director/Assistant Principal

Participants: Rachelle Gough

Participants will plan the Navigate meeting schedule, create topics and meeting agendas, plan a series of college trips. This planning will provide a full year of programming for students of under-represented populations with the goal of increasing college readiness and academic motivation and success. In addition, day 2 will focus on planning for a College Boot Camp pilot.

AP Coordinator Workshop for High School:

Date: 1 day; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Amy Meisinger

Participants: Megan Smyth and one additional participant

Participants will plan for the 2019-20 administration of the CHS Advanced Placement Testing which for 2019-20 has a new fall timeline and new mandatory processes set by the College Board. Both participants will use a day to organize the new registration timeline and tasks that will be underway in September and October for a successful registration of over 2000 exams.

HIGHWAY SAFETY

Highway Safety:

Date: 1 day; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Oscar Torres, Jr.

Participants: John Jones, Jim Moran

Workshop participants will develop unit/lesson plans.

MATHEMATICS

Elementary Math Support:

Date: 3 days; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Nancy Adams

Participants: Lisa McIntyre, Linda Krause, Trish Plunkett, Patty McCarrin, Jess Gallo

Participants will analyze data from the most recent test administration. They will use the data to design instruction and assessments as needed and to prepare a visual representation of the data. Participants will also develop inservice materials for our 2019-2020 theme of Formative Assessment in Mathematics.

MISCELLANEOUS

VFMS Bike & Safety Grant Workshop:

Date: 2 days; TBD

Time: 8:00 a.m. to 12:00 p.m.

Director: Oscar Torres, Jr.

Participants: 7 VFMS teachers

Participants will develop the plan for *My School in Motion* grant program. Participants will design the lessons and activities that support the goals of the grant program.

SCIENCE

Grade 6-8 Science:

Date: 3 days in June; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Nancy Adams

Participants: 12 middle school teachers (4 from each grade)

Participants will develop lessons, syllabi and coordinated curriculum for the new science resource.

Forensics:

Date: 2 days in June; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Nancy Adams

Participants: Scott Best, Michael Kane, Sal Colosi

Participants will design the curriculum for the new, science-based course to include a planned curriculum document, unit syllabi, and assessments, with an emphasis on project-based learning.

SAFETY

Emergency Preparedness:

Date: 1 day; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: District Safety Coordinator

Participants: 9 members of the District Safety Committee

Participants will update the District Emergency Preparedness Plan and building safety plans in preparation for the new school year.

SOCIAL STUDIES

Positive Psychology:

Date: 2 days; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Matt Sterenczak

Participants: David Zimmerman, Blake Stabert

Participants will develop a scope and sequence for this new course.

Social Justice:

Date: 2 days; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Matt Sterenczak

Participants: 4 teachers

Participants will do curricular work on Social Justice and integration into scope and sequence.

TECHNOLOGY

Gradebook Managers:

Date: 1 day; TBD

Time: 8:00 a.m. to 1:00 p.m.

Director: Mike Szymendera

Participants: 5 participants (4 Gradebook Managers and Lisa Lukens)

Participants will plan for the use of PowerSchool as it relates to progress reports and report cards. Training will also pertain to the integration between Schoology and PowerSchool. Training materials will be developed that can be shared with the full staff throughout the 2019-2020 school year.

WORLD LANGUAGES

World Language Program Review:

Date: 1 day; TBD

Time: 8:00 a.m. to 12:00 p.m.

Director: Oscar Torres, Jr.

Participants: 7 World Language teachers

Participants will review the results of the student survey and develop a presentation to the World Language Standing Committee.

World Language Placement Test Development:

Date: 2 days; TBD

Time: 8:00 a.m. to 12:00 p.m.

Director: Oscar Torres, Jr.

Participants: 8 World Language teachers

Participants will develop placement tests for students who are new to the District to identify the proper placement in language courses at Conestoga High School.

Updated 2019 Classroom and Supplemental Textbook List

The Board of School Directors approved the updated 2019 Classroom and Supplemental Textbook List which is attached to these minutes.

Acceptance of Gifts

Two water stations donated by the Beaumont Elementary School HSA to the Beaumont Elementary School valued at \$1,227.37.

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

Appointment of Insurance Broker of Record for the 2019-2020 School Year

The Board of School Directors appointed the firm of Willis Towers Watson to serve as the Insurance Broker of Record for the year July 1, 2019 through June 30, 2020.

Appointment of Depositories for the 2019-2020 School Year

The Board of School Directors approved Fulton Bank to serve as depositories for the Tredyffrin/Easttown School District for the year July 1, 2019 through June 30, 2020.

Agreement with Masterpiece Multimedia

The Board of School Directors approved the attached one-year agreement with Masterpiece Multimedia and the Tredyffrin/Easttown School District for services set forth in TV Studio Engineer Job Description for the first 740 hours at a cost not to exceed \$46,014.19.

Tax Bill Homestead/Farmstead Exclusion

The Board of School Directors adopted the following resolution which pertains to the approval of the Tax Bill Homestead/Farmstead Exclusion for the 2019 – 2020 fiscal year:

WHEREAS, the County Assessor has certified to the School District that there are 11,293 approved homestead properties in the School District and 7 approved farmstead properties in the school district for the 2019 – 2020 fiscal year; and,

WHEREAS, the Pennsylvania Department of Education has certified that the School District's Property Tax Reduction Allocation for the 2019 – 2020 fiscal year is \$2,099,793.02. In accordance with the Special Session Act 1 of 2006, known as the Taxpayer Relief Act, the Board of School Directors hereby establishes the following homestead/farmstead exclusion for the 2019 – 2020 fiscal year:

1. All approved homesteads and/or farmsteads shall receive one of the following homestead/farmstead exclusions of: \$7,787 of the assessed value of the homestead and/or farmstead, which, based upon the millage rate established for the 2019 – 2020 fiscal year, corresponds to a tax reduction of \$185.94.
2. The annual property tax bill for each approved homestead and/or farmstead shall include the following information with respect to the homestead/farmstead exclusion: (a) the assessed value, (b) the tax liability on the assessed value, (c) the amount of the homestead/farmstead exclusion in assessed value, (d) the actual tax liability after the homestead/farmstead exclusion and (e) the actual tax savings associated with the homestead/ farmstead exclusion.
3. The following notice shall also be included with the annual property tax bills of all owners of approved homestead and/or farmstead properties:

NOTICE OF PROPERTY TAX RELIEF

Your enclosed tax bill includes a tax reduction for your homestead and/or farmstead property. As an eligible homestead and/or farmstead property owner, you have received tax relief through a homestead and/or farmstead exclusion which has been provided under the Pennsylvania Taxpayer Relief Act, a law passed by the Pennsylvania General Assembly designed to reduce your property taxes.

These provisions shall apply to the annual property tax bills issued in July 2019 and not to any interim real estate tax bill.

RESOLVED, ADOPTED and ENACTED this 10th day of June 2019.

Appointment of District Tax Collector

The Board of School Directors appointed Arthur J. McDonnell as tax collector for the Tredyffrin/Easttown School District for the year beginning June 18, 2019.

Appointment of Board Treasurer

The Board of School Directors appointed Fred Gordon as Board Treasurer for the Tredyffrin/Easttown School District for the year beginning June 18, 2019.

Upper Main Line YMCA Rental Contract

The Board of School Directors approved a rental contract between the Tredyffrin/Easttown School District and the Upper Main Line YMCA for the use of its tennis courts for the high school tennis team in an amount not to exceed \$22,000.

Agreement with Tredyffrin Township

The Board of School Directors approved the a PennDot Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement between the Tredyffrin Township and the Tredyffrin/Easttown School District.

Agreement with SchoolMessenger

The Board of School Directors approved an agreement between the Tredyffrin Easttown School District and SchoolMessenger for an integration between our existing SchoolMessenger communication software and PowerSchool SIS. The pro-rated 2018-2019 cost is \$587.34, and the ongoing cost will be \$1,762.00.

Administrative Services Agreement with Independence Blue Cross

The Board of School Directors approved an agreement between QCC Insurance Company (a wholly owned subsidiary of Independence Blue Cross) and Tredyffrin/Easttown School District to provide claims administration, contracted healthcare providers, and network benefits for the contract year period July 1, 2019 through June 30, 2020.

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 2019-2020 and 2020-2021 school years at a total cost not to exceed \$209,104.40.

The Board of School Directors approved an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for legitimate educational expenses which were or will be obtained between the date of this agreement until March 23, 2024 at a total cost not to exceed \$30,500.

The Board of School Directors approved an Educational Services Agreement for a District student with special needs. This agreement covers reimbursement for an Independent Educational Evaluation at a total cost not to exceed \$4,600.

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 2019-2020 and 2020-2021 school years at a total cost not to exceed \$82,946.

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 2019-2020 and 2020-2021 school years at a total cost not to exceed \$91,203.

The Board of School Directors approved an Educational Services Agreement addendum for a District student with special needs. This agreement covers reimbursement for educational services for the 2018-2019 and 2019-2020 school years at a total cost not to exceed \$7,050.

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 2018-2019 and 2019-2020 school years at a total cost not to exceed \$7,500.

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 17, 2019 through August 23, 2019 in an amount not to exceed \$600.

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 17, 2019 through August 21, 2019 in an amount not to exceed \$450.

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 12, 2019 through August 23, 2019 in an amount not to exceed \$5,805.

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 17, 2019 through August 23, 2019 in an amount not to exceed \$2,500.

The Board of School Directors approved an Educational Services Agreement for a District with special needs. This agreement covers reimbursement for educational services for the 2019-2020 and 2020-2021 school years at a total cost not to exceed \$82,945.

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 2018-2019 and 2019-2020 school years at a total cost not to exceed \$2,825.

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 2019-2020 school year at a total cost not to exceed \$35,950.

Contract with Approved Private School

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for District student with intense special support needs. This contract covers the Extended School Year program from June 27, 2019 through August 7, 2019 at a total cost not to exceed \$14,391.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for District student with intense special support needs. This contract covers the Extended School Year program from July 1, 2019 through August 9, 2019 at a cost not to exceed \$7,000.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for 7 District students. This contract covers for the 2019-2020 school year at a total cost not to exceed \$452,375.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for District student with intense special support

needs. This contract covers the Extended School Year program from July 8, 2019 through August 6, 2019 at a cost not to exceed \$6,483.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for District student with intense special support needs. This contract covers the Extended School Year program from July 8, 2019 through August 6, 2019 at a cost not to exceed \$4,043.

The Board of School Directors approved a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for District student with intense special support needs. This contract covers the Extended School Year program from July 8, 2019 through August 6, 2019 at a cost not to exceed \$4,043.

Agreement with Lindros ABA Consultation, LLC

The Board of School Directors approved the agreement between Lindros ABA Consultation, LLC and the Tredyffrin/Easttown School District to provide related behavioral services to students.

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

Michele Burger expressed the Board's appreciation for the gifts.

Other Actions Under Consideration

Revised Policy 4150: Insurance Protection- Employees Using Their Own Automobiles, Second Reading

The Board of School Directors, pursuant to Board Policy No. 9332 "Exceptions to Board Policies," approved an exception to the requirement of Board Policy 9330: Formulation of New and Revision of Existing Board Policies" that there be two weeks between approval of an amendment of a policy on a first-reading basis at one meeting and adoption of that amended policy at a subsequent meeting and adopts the following amended policy: Revised Policy 4150: Insurance Protection-Employees Using Their Own Automobiles

Comments/Questions from the Board:

- None.

Comments/Questions from Community Members:

- None.

Michele Burger moved, then the motion was seconded, that the Board of School Directors approve Revised Policy 4150: Insurance Protection-Employees Using Their Own Automobiles, second reading. The motion passed 9-0.

Revised Policy 5401, Student Discipline, Second Reading

The Board of School Directors, pursuant to Board Policy No. 9332 "Exceptions to Board Policies," approves an exception to the requirement of Board Policy 9330: Formulation of New and Revision of Existing Board Policies" that there be two weeks between approval of an amendment of a policy on a first-reading basis at one meeting and adoption of that amended policy at a subsequent meeting and adopts the following amended policy: Revised Policy 5401: Student Discipline.

Comments/Questions from the Board:

- None.

Comments/Questions from Community Members:

- Doug Anestad commented on Revised Policy 5401, Student Discipline

Tina Whitlow moved, then the motion was seconded, that the Board of School Directors approve Revised Policy 5401: Student Discipline, second reading. The motion passed 9-0.

Supervisory and Confidential Employee Compensation Adjustments for 2019-2020 and June 2020 One-Time Payment

The Board of School Directors approved the salary recommendations for supervisor/confidential employees, effective July 1, 2019; and one-time payments for supervisor/confidential employees, for June 2020 in the form presented.

Proposed 2019-2020 Supervisory and Confidential Employee Salaries/Hourly Rates Effective July 1, 2019-June 30, 2020

	Base Salary	One-Time Bonus June 2020	
Basile	\$96,006	\$960	
Henry	\$98,163	\$982	
Kelly	\$149,816	\$1,498	
Kemp	\$127,230	\$1,272	
Malandrucco	\$109,263	\$1,093	
Preston	\$120,233	\$1,202	
Reed	\$127,139	\$1,271	
Barkman	\$98,593	\$986	
Cecco	\$90,255	\$903	
Dougherty	\$81,860	\$819	
Gordon	\$98,346	\$983	
Lee	\$70,297	\$703	
Moore	\$62,517	\$625	
Murphy, F	\$71,485	\$715	
Peckjian	\$75,889	\$759	
Smith	\$67,401	\$674	
Smondrowski	\$68,794	\$688	
Stewart	\$66,160	\$662	
Stokes	\$71,682	\$717	
Taffe	\$90,501	\$905	
Vreeland	\$84,743	\$847	
	Base Salary	One-Time Bonus June 2020	
Braun	\$60,607	\$606	
Connolly	\$73,716	\$737	
Delecce	\$55,361	\$554	
Benner	\$68,645	\$686	\$33.00

Durante	\$79,823	\$798	\$38.38
Livelsberger	\$68,526	\$685	\$32.95
McLuckie	\$68,929	\$689	\$33.14
Minicozzi	\$74,954	\$750	\$36.04
Murphy, M	\$68,728	\$687	\$33.04
Rossino	\$69,031	\$690	\$33.19

Comments/Questions from the Board

- None.

Comments/Questions from Community Members

- None.

Heather Ward moved, then the motion was seconded, that the Board of School Directors approves Supervisory and Confidential Employee Compensation Adjustments for 2019-2020 and June 2020 One-Time Payment. The motion passed 9-0.

Administrator Compensation Adjustments for the 2019-2020 School Year and June 2020 One-Time Payment

The Board of School Directors approved the salary recommendations for administrative employees, effective July 1, 2019; and one-time payments for June 2020 in the form presented.

	Base Salary	One-Time Bonus June 2020
Adams	\$156,004	\$1,560
Bankert	\$130,738	\$1,307
Boyle	\$146,232	\$1,462
Cataldi	\$177,273	\$1,773
Demming	\$171,623	\$1,716
DiLella	\$142,340	\$1,423
Gately	\$156,609	\$1,566
Gibson	\$166,542	\$1,665
Groppe	\$168,520	\$1,685
Meisinger	\$182,399	\$1,824
Morris	\$128,054	\$1,281
Mull	\$140,828	\$1,408
Parker, K	\$120,409	\$1,204
Parker, T	\$163,541	\$1,635
Pechin	\$113,472	\$1,135
Phillips	\$158,656	\$1,587
Pocalyko	\$186,071	\$1,861
Rothera	\$136,687	\$1,367
Roy	\$150,763	\$1,508
Snyder	\$142,336	\$1,423
Sterenczak	\$134,389	\$1,344

Szymendera	\$154,903	\$1,549
Torres	\$160,001	\$1,600
Towle	\$176,298	\$1,763
Wills	\$167,097	\$1,671

Administrative Stipends

Demming	Elementary Coordinator	\$5,408
Gately	Elementary Gifted Coordinator	\$5,408
Wills	Elementary Scheduling	\$5,408
Towle	Enrollment Coordinator	\$5,408

Comments/Questions from the Board

- None.

Comments/Questions from Community Members

- Doug Anestad commented on Administrator Compensation.

Heather Ward moved, then the motion was seconded, that the Board of School Directors approves Administrator Compensation Adjustments for the 2019-2020 School Year and June 2020 One- Time Payment. The motion passed 9-0.

Public Comment

- Mike Heaberg commented on the Annual Financial Reports.
- Doug Anestad commented on the Annual Financial Reports.
- Cyndi Verguldi commented on the 2019-2020 Final Budget and special education costs.

Ed Sweeney motioned to revise the Annual Financial Reports for the 2016-2017 and 2017-2018 school years.

Comments/Questions from the Board

- Roberta Hotinski asked for clarification of Mr. Sweeney's motion.
- Todd Kantorczyk commented that he does not support Mr. Sweeney's motion.
- Kyle Boyer commented that he does not support Mr. Sweeney's motion.
- Kate Murphy commented that she supports Mr. Sweeney's motion.
- Michele Burger commented on special education costs.

Todd Kantorczyk motioned to table Mr. Sweeney's motion. Then the motion was seconded by Dr. Hotinski that the Mr. Sweeney's motion be tabled.

Comments/Questions from the Board

- Kyle Boyer commented on the motion.
- Ed Sweeney commented on the motion.
- Scott Dorsey commented on the motion.
- Roberta Hotinski commented on the motion.
- Todd Kantorczyk commented on the motion.

Comments/Questions from Community Members

- Doug Anestad commented on the motion.
- Mike Heaberg commented on the motion.

Art McDonnell called a roll call vote to table Mr. Sweeney’s motion:

Scott Dorsey: No
Michele Burger: No
Kyle Boyer: No
Roberta Hotinski: Yes
Todd Kantorczyk: Yes
Kate Murphy: No
Heather Ward: Yes
Tina Whitlow: Yes
Ed Sweeney: No

The motion to table Mr. Sweeney’s motion failed 5-4.

Mr. Sweeney moved, then the motion was seconded by Kate Murphy that the District revise the numbers on our AFR’s in a way most prudent and beneficial to the District, consistent with PDE guidance as well as relevant law in the most cost effective way possible.

Comments/Questions from the Board

- Michele Burger commented on the motion.
- Tina Whitlow commented on the motion.

Comments/Questions from Community Members

- Doug Anestad commented on the motion.

Art McDonnell called a roll call vote:

Scott Dorsey: Yes
Michele Burger: Yes
Kyle Boyer: No
Roberta Hotinski: No
Todd Kantorczyk: No
Kate Murphy: Yes
Heather Ward: Yes
Tina Whitlow: Yes
Ed Sweeney: Yes

Mr. Sweeney’s motion passed 6-3.

Information

School Board Meetings

Ed Diasio, the District solicitor, stated that there was one executive session since the last Board meeting for an update on personnel items.

June 10, 2019 at 6:00 p.m.

Future School Board Meetings

Monday, August 26, 2019, Regular Board Meeting - 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, September 23, 2019, Regular Board Meeting - 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, October 28, 2019, Regular Board Meeting - 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Announcements

- Heather Ward commented on her relocating and having to resign from the School Board effective June 16, 2019.

Comments/Questions from the Board

- Scott Dorsey commented on Heather Ward's resignation.
- Kate Murphy commented on Heather Ward's resignation.
- Tina Whitlow commented on Heather Ward's resignation.
- Michele Burger commented on Heather Ward's resignation.
- Kyle Boyer commented on Heather Ward's resignation.
- Dr. Roberta Hotinski commented on Heather Ward's resignation.
- Todd Kantorczyk commented on Heather Ward's resignation.
- Ed Sweeney commented on Heather Ward's resignation.

Comments/Questions from Community Members

- Doug Anestad commented on the Heather Ward's resignation.

Announcements

- Michele Burger commented on graduation and sports.

The meeting was adjourned 12:37 am.

Submitted by,

Arthur J. McDonnell
Board Secretary

(minutes prepared by M. Durante)

Consent V, 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:

Parsha Alexander, general kitchen worker, Conestoga High, resignation, effective 5/24/19

Susan Denisevicz, secretary, T/E Middle, retirement, effective 10/25/19

Matthew Kaminskis, security, Conestoga High, resignation, effective 6/17/19

Marie Martorano, secretary, Valley Forge Middle, retirement, effective 8/16/19

Michael Semar, teacher, Valley Forge Middle, resignation, effective 6/19/19

2. Leave of Absence for Professional Development in Accordance with Policy 4610

Action Under Consideration: That the Board of School Directors approves the following leave of absence for professional development in accordance with District Policy 4610:

Jonathan Goodman, teacher, Conestoga High, Sabbatical for 2nd Semester of the 2019-20 school year

3. Appointments

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

Parsha Alexander, summer crew, Custodial, at an hourly rate of \$11.78, effective 6/17/19 to 8/20/19

Joanne Barba, teacher, change in location assignment to Valley Forge Middle, effective 7/1/19

Henry Berg, summer crew, Maintenance/Grounds, at an hourly rate of \$10.76/\$10.94, effective 6/20/19 to 8/20/19*

Joan Blair, teacher, change in location assignment to Valley Forge Middle, effective 7/1/19

Harvey Brown, substitute custodian, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

Elizabeth Butch, controller, TEAO, salary based and prorated on annual salary of \$115,000 and one-time payment of 1% of salary June 2020, effective 7/9/19*

Brian Carlson, summer crew, NOC, at an hourly rate of \$10.94, effective 7/1/19 to 8/20/19

Elizabeth Chapman, teacher, Long Term Substitute Teacher Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 1/27/20

Fortunata Colbert, substitute maintenance, District, at an hourly rate of \$14.05, effective 6/17/19 to 8/20/19

Francis Colbert, substitute maintenance, District, at an hourly rate of \$14.05, effective 6/17/19 to 8/20/19

Martin Cunningham, substitute security, District, at an hourly rate of \$12.48, effective 6/17/19 to 8/20/19

Valerie Cunningham, teacher, change in FTE to (1.0), Temporary Professional Employee Contract, salary based and prorated on annual salary of \$55,207, Conestoga High, effective 7/1/19

Graham Dawson, substitute custodial, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

James Delecce, substitute maintenance, District, at an hourly rate of \$14.05, effective 6/17/19 to 8/16/19

Matthew Diamond, teacher, change in location assignment to Valley Forge Middle, effective 7/1/19

Dora DiFrancesco, change in FTE (.87) general kitchen worker, Conestoga High, effective 3/18/19, substitute custodial, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

Madelyn Dorville, teacher, change in location assignment to Valley Forge Middle, effective 7/1/19

Gina Fredericks, change in FTE (1.0) teacher, Professional Employee Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$86,014, effective 7/1/19

Louise Gardner, substitute security, District, at an hourly rate of \$12.48, effective 6/17/19 to 8/16/19

Jeffrey Graver, substitute driver, District, at an hourly rate of \$13.88, effective 6/17/19 to 8/23/19

Jamil Hall, summer crew, Custodial, at an hourly rate of \$10.76/\$10.94, effective 6/24/19 to 8/20/19

Lynette Hampton, substitute custodial, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

Emily Heckman, teacher, Temporary Professional Employee Contract, Hillside Elementary, salary based and prorated on an annual salary of \$55,207, effective 7/1/19

Allison Inch, teacher, change in FTE to (1.0), Temporary Professional Employee Contract, salary based and prorated on annual salary of \$53,772, change in location to Valley Forge Middle, effective 7/1/19

Colleen Johnson, teacher, change in location assignment to T/E Middle, effective 7/1/19

Samantha Johnson, teacher, Long Term Substitute Contract, Valley Forge Elementary, salary based and prorated on an annual salary of \$52,542, effective 7/1/19 to 6/30/20

Stacy Katz, change in FTE to (1.0), Professional Employee Contract, Conestoga High, salary based and prorated on an annual salary of \$100,367, effective 7/1/19

Kaitlyn Mancuso, teacher, Temporary Professional Employee Contract, New Eagle Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19

Terrie McClennon, substitute security, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

Caitlin McDonough, tutor, 2019 ESY Program, at an hourly rate of \$55.00

Gennale McKissick, substitute custodian, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/20/19

Alayna Mendoza, teacher, Long Term Substitute Teacher Contract, T/E Middle, salary based and prorated on an annual salary of \$52,542, effective 7/1/19 to 6/30/20*

Michelle Mercogliano, teacher, Temporary Professional Employee Contract, Hillside Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19

Ana Montalva Jimenez, teacher, Temporary Professional Employee Contract, T/E Middle, salary based and prorated on an annual salary of \$53,772, effective 7/1/19

Melissa Moreno, teacher, change in location assignment to T/E Middle, effective 7/1/19

Adeline Nagle, assistant, 2019 Summer Reading Program, at an hourly rate of \$14.25

Habib Nicolas, substitute maintenance, District, at an hourly rate of \$14.05, effective 6/17/19 to 8/20/19

Jennifer Noll, assistant, 2019 Summer Reading Program, at an hourly rate of \$14.25

Simone Perkins, summer crew, Custodial, at an hourly rate of \$10.76/\$10.94, effective 6/24/19 to 8/20/19*

Mary Anne Reilly, substitute custodian, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19*

Meredith Rohner, teacher, change in location assignment to New Eagle, effective 7/1/19

Valerie Rosenblum, assistant, 2019 ESY Program, at an hourly rate of \$14.25

Renee Roth, teacher, change in location assignment to T/E Middle, effective 7/1/19

Carly Seabrook, (.5) FTE teacher, Long Term Substitute Teacher Contract, Hillside Elementary, salary based and prorated on an annual salary of \$52,542, effective 7/1/19 to 1/27/20

Nicole Short, tutor, Homebound & IEP Driven, District, at an hourly rate of \$55.00, effective 7/1/19

Victoria Smick, teacher, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$53,772, effective 7/1/19*

Timothy Stewart, summer crew, NOC, at an hourly rate of \$10.09/\$10.26, effective 6/18/19 to 8/20/19*

Jothi Strohmetz, teacher, change in location assignment to T/E Middle, effective 7/1/19

Christianne Switucha, substitute custodian, District, at an hourly rate of \$11.78, effective 6/17/19 to 8/16/19

Josephine Taafe, substitute security, District, at an hourly rate of \$12.48, effective 6/17/19 to 8/16/19

Benjamin Tokars, summer crew, NOC, at an hourly rate of \$10.09/\$10.26, effective 6/1/19 to 8/20/19*

Micah Waldman, teacher, Long Term Substitute Contract, Hillside Elementary, salary based and prorated on an annual salary of \$52,542, effective 7/1/19 to 1/27/20

Meredith Waldron, teacher, Long Term Substitute Teacher Contract, Devon Elementary, salary based and prorated on an annual salary of \$61,307, effective 7/1/19 to 6/30/20*

Mary Ward, teacher, Long Term Substitute Contract, Hillside Elementary, salary based and prorated on an annual salary of \$53,772, effective 7/1/19 to 1/27/20

Kathleen Wylonis, media specialist, Temporary Professional Employee Contract, Devon Elementary, salary based and prorated on an annual salary of \$57,001, effective 7/1/19*

Alessandra Wynne, teacher, Professional Employee Contract, Hillside Elementary, salary based and prorated on an annual salary of \$83,533, effective 7/1/19*

Heather Yaeger, teacher, change in location assignment to TEAO, effective 7/1/19

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

4. Probationary Period Wage Adjustment

Action Under Consideration: That the Board of School Directors approves the following wage adjustment consistent with the Collective Bargaining Agreement for the following employees who has completed their 90-day probationary period:

LisaMarie Kristoff, payroll, TEAO, effective 6/13/19

Maheshwari Kodakandla, general kitchen worker, Valley Forge Elementary, effective 5/30/19

Jacklyn Mormello, secretary, Conestoga High, effective 6/10/19

Alicia Stoler, secretary, TEAO, effective 6/10/19

Consent V, C, 2: Contracted Services for the 2019-2020 School Year

VIA: Jeanne Pocalyko, Director of Human Resources

Action Under Consideration: That the Board of School Directors approves the following vendors to provide services to students during the 2019-2020 school year:

<u>Contractor</u>	<u>Description of Work</u>	<u>Rates</u>
D&D Flooring	Hardwood Floor Coating	Variable
Mac Flooring	Resilient Floor Repair Services	Variable
ProAsys	Water Treatment Services	Rate adjustment to \$7,900 per year

Consent V, D, 1: Agreement with Pacific Educational Group

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

Action Under Consideration: That the Board of School Directors approves the agreement between Pacific Educational Group, Inc. (PEG) and the Tredyffrin/Easttown School District in the form attached to provide professional development training on August 12, 2019 and August 13, 2019 in the amount of \$11,150.

The District began its work with PEG in the spring and summer of 2018 with professional development training for administrators and teachers. The attached supplemental contract is for two full-day sessions for new administrators, instructional staff members and non-instructional staff members. These sessions are an additional step of the District’s work to engage in systemic equity transformation.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**") is entered into as of **June 13, 2019** (the "**Effective Date**"), by and between **PACIFIC EDUCATIONAL GROUP, INC.**, a California corporation ("**PEG**") and **TREDYFFRIN/EASTTOWN SCHOOL DISTRICT**, a public school district in the Commonwealth of Pennsylvania ("**Client**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Services.**

1.1. **Services.** PEG will perform the professional services (the "**Services**") and provide the deliverables the (the "**Deliverables**") in accordance with the requirements set forth in the applicable statement of work (the "**Statement of Work**") set forth on **Exhibit A**, attached hereto and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services and provide the Deliverables in a professional manner, in the time and manner requested by Client, and otherwise in accordance with this Agreement.

1.2. **Third Party Contracts.** Subject to Client's prior written consent, Client authorizes PEG to enter into contracts with third parties ("**Authorized Contracts**") when such contracts are necessary for the completion of the Services and/or Deliverables. Client assumes full liability and responsibility for any expenditures resulting from such Authorized Contracts. Notwithstanding anything in this Agreement to the contrary, PEG shall not be required to obtain Client's prior written consent to contract with commercial venues or carriers on Client's behalf, including, without limitation, hotels or airlines for PEG travel, or with any vendors who render general services for PEG in the ordinary course of business, including, without limitation, copy centers, couriers, delivery or messenger services, tape duplicating services, providers of satellite media tours and/or clip services.

1.3. **Non-Exclusivity.** Client acknowledges and agrees that PEG will be providing services pursuant to this Agreement on a non-exclusive basis and may perform similar services from time to time for other clients. This Agreement shall not prevent PEG from performing such similar services for such other clients.

2. **Compensation.**

2.1. **Fees.** Subject to the terms and conditions of this Agreement, Client will pay a total fee of **\$11,150.00, Eleven Thousand One Hundred Fifty US Dollars** ("**Fee**"), payable within **thirty (30) business days** after receipt of a properly itemized invoice from PEG pursuant to **Section 2.3**.

2.2. **Expenses.** Client shall reimburse PEG for PEG's reasonable, actual, out-of-pocket expenditures incurred by PEG in carrying out PEG's duties under this Agreement. Such reimbursement shall take place within **thirty (30) business days** after receipt of proper documentation of such expenses having been incurred by PEG, provided that such expenses are preapproved by Client.

2.3. **Billing.** PEG shall invoice Client promptly. Client agrees to pay PEG within **thirty (30) business days** after receipt of PEG's properly itemized invoice, which will include any substantiating documentation for expenses incurred.. Failure of Client to timely pay invoices after having been notified by PEG of such failure may be considered a material breach of this Agreement if payment is not forthcoming within **fifteen (15) business days** after receipt of notification of such failure by Client from PEG.

2.4. **Late Payment Terms.** If Client fails to make a payment of the invoice when due, PEG may assess Client a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of such invoice for each month beyond the original payment due date during which such amount remains unpaid. In no event will the late fee charged to Client hereunder exceed the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to **Section 4.3**. Should Client be in default with respect to payment under this

Agreement, PEG reserves the right to suspend some or all Services and/or Deliverables hereunder until arrangements satisfactory to PEG are made.

2.5. Disputed Charge. In the event of any dispute with regard to a portion of an invoice, Client shall: (a) notify PEG in writing of the disputed amount prior to the due date of the invoice, and (b) specifically identify the reason for the dispute. Client reserves the right to withhold payment for any charges until such dispute is resolved satisfactorily between the parties.

3. Relationship of Parties.

3.1. Independent Contractors. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither this Agreement nor any terms and conditions contained in this Agreement may be construed to: (a) give any party the power to direct and control the day-to-day activities of any of the other; (b) create or constitute a partnership, joint venture, franchise, employment or agency relationship between or among the parties; or (c) allow any party to create or assume any obligation on behalf of the other party, not including such obligations related to completing the Services and/or Deliverables.

3.2. PEG's Taxes. PEG shall be solely responsible for all withholding, self-employment, social security, or other federal, state or local taxes attributable to all compensation paid by Client under this Agreement, including but not limited to the Fee. PEG shall be solely responsible for all workers' compensation insurance premiums, if any. PEG agrees to indemnify, defend and hold Client, as well as its directors, officers, members, agents, and employees, harmless for all such taxes, charges and expenses.

4. Term and Termination.

4.1. Term. The term of this Agreement commences as of the Effective Date and will continue in full force and effect until the Services are performed and the Deliverables provided pursuant to the terms contained in Exhibit A, unless earlier terminated pursuant to the terms herein (the "Term").

4.2. Termination Without Cause. This Agreement or any Statement of Work may be terminated by either party without cause after providing the other party **thirty (30) days'** prior written notice ("Notice Period").

4.3. Termination With Cause. Either party may terminate this Agreement or any Statement of Work for material breach or default of the other party on **thirty (30) days'** prior written notice to the breaching party. If within the **thirty (30) day** period the breaching party does not cure the material breach or default, or commence the cure of such material breach or default for items that are not curable within the **thirty (30) day** time frame, this Agreement will automatically terminate at the end of that period.

4.4. Client's Post-Termination Obligations. Upon termination of this Agreement pursuant to Section 4.3, Client shall be liable for the following obligations: (a) reimbursing PEG for reimbursable expenses incurred prior to the notice of termination; (b) assuming PEG's liability for all Authorized Contracts and commitments PEG is unable to cancel; and (c) reimbursing PEG for any cancellation or other penalties incurred under the Authorized Contracts.

4.5 Cancellation. Client may cancel and reschedule any Seminar(s) by sending written notice ("Notice of Cancellation") to PEG by electronic mail addressed to: PEG Manager/Contact as referenced in Exhibit A, Statement of Work, in *advance* of any such Seminar. In the event of a cancellation under this Section 4.5, Client shall pay to PEG the cancellation fee ("Cancellation Fee") set forth in Section 4.5.1 and reimburse PEG for reimbursable expenses approved by Client under Section 2.2 of this Agreement if PEG is not able to cancel or avoid such expenses after *receiving* Client's notice of Cancellation.

4.5.1 Cancellation Fees. Client shall pay to PEG a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by PEG within fourteen (14) calendar days before the planned Seminar, PEG is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by PEG between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then PEG is entitled to 50% of the Fee associated with such Seminar, and (iii) if Client's Notice

of Cancellation is received by PEG more than thirty (30) calendar days before a planned Seminar, PEG is not entitled to receive a Cancellation Fee.

4.5.2 Consequences of Cancellation. As part of Client's Notice of Cancellation, Client may request that any cancelled Seminar(s) be rescheduled and the Parties will work together, in good faith, to reschedule such cancelled Seminar(s).

5. **Intellectual Property Rights and Trademarks.** PEG (and its licensors as applicable) shall retain full and sole title, copyright, patent, trademark and other proprietary rights in its Services, Deliverables and/or training protocols (for the purposes of this Section 5, collectively referred to as the "**Training Protocols**"), the underlying documents and materials, including user manuals, PowerPoint presentations, handouts, and any backup or archival copies of the aforementioned provided to Client by PEG and any modifications or translations thereof, "Pacific Educational Group, Inc.," "Pacific Educational Group," "PEG," and "Courageous Conversation," and any other trademarks, service marks, know-how and other proprietary property adopted by PEG to identify the Training Protocols and other PEG products and services (collectively, referred to as the "**PEG IP**"). Client shall not have any rights in or to the PEG IP, and Client shall not use the PEG IP in any way other than as specifically allowed for under this Agreement. Client agrees not to cause or permit the reverse creation or recompilation of the PEG IP. Client shall not market any of the PEG IP in any way which implies that they are the proprietary product of Client or of any party other than PEG (and its licensors as applicable). Client shall take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the foregoing. PEG IP includes, but is not limited to, the following:

1. B.O.E. ("Board of Education Racial Equity Leadership Development")
2. Beyond Diversity
3. Beyond Diversity 2
4. Beyond Diversity Day 3
5. Beyond Diversity Online
6. C.R.E. ("Coaching for Racial Equity")
7. C.R.I.C. ("Culturally Relevant Instructional Coaching")
8. CARE ("Collaborative Action Research for Equity")
9. CCAR ("Courageous Conversations About Race")
10. Courageous Conversations About Race
11. Courageous Conversation™
12. Courageous Corporation
13. D.E.L.T.A. ("District Equity Leadership Team Advisory")
14. DEAP ("District Equity Assessment Process")
15. DELT ("District Equity Leadership Team")
16. Equity Teams
17. Equity Walk
18. E-Team ("Equity Team")
19. ETP ("Equity Transformation Plan")
20. Leadership for Racial Equity and Racial Equity Leadership
21. LEADS ("Leaders Engaged in Equity Anti-Racism Development")
22. MORE Courageous Conversations About Race
23. P.R.E.P. ("Personal Racial Equity Purpose")
24. PASS ("Partnerships for Academically Successful Students")
25. PEG Affiliate
26. PEG Equity Transformation Affiliates
27. PEG Equity Transformation Specialists
28. PEGU
29. Race In My Life Exercise
30. S.P./E.L.L. ("SP/ELL Equity Leadership Development")
31. S.T.O.C. ("Staff of Color Equity Leadership Development")
32. SOAR ("Students Organized Against Racism")
33. Systemic Equity Transformation Framework
34. The Colorline Exercise
35. The Compass (of Courageous Conversation)

36. The Four Agreements (of Courageous Conversation)
37. The Independent School Equity Council
38. The National Summit (for Courageous Conversation)
39. The PEG Framework is the Systemic Racial Equity Transformation Framework
40. The Regional Summit (for Courageous Conversation)
41. The Six Conditions (of Courageous Conversation)
42. White Talk/Color Commentary

Client shall not use any PEG trademark or any other mark likely to cause confusion with a PEG trademark as any portion of Client's tradename or trademark for any other products of Client. Client shall have the right to use PEG trademarks solely to refer to PEG's Programs, products and services. Client shall keep visible all PEG copyright notices and other such marks on the Training Protocols (and user manuals). Client agrees with respect to each registered trademark of PEG, to include in each advertisement, brochure, or other such use of the trademark, the symbol "TM" and the following statement:

"COURAGEOUS CONVERSATION" is a trademark of Pacific Educational Group, Inc.

If any obligation under this Section 5 is breached, then, in addition to other rights PEG may have under this Agreement, PEG shall be entitled to seek performance and temporary or permanent injunctive relief, as well as any other remedies available at law or in equity.

6. **Client Obligations.** Client shall be responsible for: (a) the accuracy, completeness and propriety of information concerning Client's organization, products, and services, whether provided to PEG by Client or by a third party authorized by Client; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to PEG by Client or by a third party authorized by Client; (c) rights, licenses and permissions to use materials furnished to PEG by Client or by a third party on Client's behalf; and (d) Client's compliance with all laws and regulations applicable to Client's business.
7. **Non-Circumvention.** Client agrees that it will not use PEG IP to circumvent the terms of this Agreement in order to create its own program or enter into a related transaction with a third party.
8. **Indemnification.**
 - 8.1. **Client's Indemnification of PEG.** Client shall defend, indemnify and hold harmless PEG and its directors, employees, officers, members and agents from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "**Losses**") resulting from any claims, allegations, actions, suits, or proceedings made against PEG by any third party, including any governmental entity, which arise out of or relate to any third party claims or actions based on Client's negligence or willful misconduct in performing its obligations under this Agreement.
 - 8.2. **PEG's Indemnification of Client.** PEG shall indemnify, defend and hold harmless Client and its parent, subsidiaries and affiliates and their respective directors, employees, officers, members and agents from and against any and all Losses resulting from any claims, allegations, actions, suits, or proceedings made against Client by any third party, including any governmental entity, which arise out of or relate to any third party claims or actions based on PEG's negligence or willful misconduct in performing its obligations under this Agreement, including, but not limited to those arising from or relating to any claim or allegation that the Services and/or Deliverables infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.
 - 8.3. **Commencement of An Action.** Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against either party (the "**Indemnitee**") that may give rise to liability of the other party (the "**Indemnitor**") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its

own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

9. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM ANY BREACH OF AND/OR OBLIGATIONS ARISING UNDER SECTION 8 (INDEMNIFICATION), PEG SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PEG KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO ANY AMOUNTS DUE UNDER THIS AGREEMENT.

10. **Publicity.** PEG may not utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of promotion without the prior written consent of Client. This includes, but is not limited to use in press releases, brochures, or award submissions. Furthermore, PEG may not use the Client's name, mascot or logo without the prior written consent of Client.

11. **General Terms.**

11.1. **Insurance.** Each party shall maintain, at its sole cost and expense, policies of self-insurance or insurance providing adequate coverage for each party's general liability and professional liability, as may be necessary to protect each party or its employees, agents, or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

11.2. **Force Majeure.** If PEG fails, refuses or is unable to render any of the Services or provide the Deliverables hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God or public enemy or by reason of any other cause, thing or occurrence of the same or any other nature not within PEG's control ("**Force Majeure**"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of any events of Force Majeure without additional payment during such suspension. PEG shall promptly notify Client of such Force Majeure condition, setting forth the nature of the occurrence, its expected duration and how PEG's performance is affected. No suspension shall relieve PEG of PEG's obligation to render the Services and provide the Deliverables hereunder when and as required by the terms of this Agreement, except during the continuance of a Force Majeure. Any such suspension shall end promptly after the cause of such suspension ceases, and all time periods and dates hereunder shall be extended by a period equal to the period of such suspension.

11.3. **Dispute Resolution & Governing Law.** 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. Any disputes arising out of or pursuant to the terms of this Agreement shall be resolved in the courts of Chester County, Pennsylvania.

11.4. **Remedies Cumulative.** Unless expressly stated otherwise, all the remedies under this Agreement, at law or in equity, are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

11.5. **Rules of Construction.** This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and conditions pursuant to the governing law selected by the parties pursuant to Section 11.3 without application of any rules of construction relating to which party drafted this Agreement in favor of, or against, either party. In the event of any conflict between this Agreement and a Statement of Work, this Agreement will control unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to that Statement of Work.

11.6. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

11.7. Successors and Assigns. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns.

11.8. Notice. All notices hereunder shall be in writing and be deemed given upon written verification of receipt from express overnight/next day courier (Federal Express Priority Mail or its equivalent). All notices shall be sent to:

PEG:

Chris Lim
Chief of Staff
Pacific Educational Group, Inc.
795 Folsom Street, 1st Floor
San Francisco, CA 94107

With a copy to:

Sean T. Carter
Attorney at Law
The Carter Law Group
2340 Powell Street, Suite 355
Emeryville, CA 94608

Client:

Tredyffrin/Easttown School District
Attn: Arthur J. McDonnell
940 W. Valley Road, Suite 1700
Wayne, PA 19087

Notwithstanding the foregoing, it is understood and agreed by the parties that (a) approval to incur expenses may be provided to PEG by Client via e-mail and (b) approval to release Deliverables contemplated for release and prepared in connection with the Services may be provided via e-mail. A party may change its address for notices by written notice given pursuant to this Section 11.8.

11.11. No Assignment/Subcontracting. Except to the extent expressly permitted by this Agreement, neither party may assign, transfer or subcontract any part of its interests or obligations under this Agreement without the express written consent of the other party.

11.12. Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except to the extent otherwise contemplated by this Agreement, supersedes all previous oral and written agreements, proposals, negotiations, representations, commitments, and other communications among the parties with respect to its subject matter. This Agreement may only be modified in a writing signed by the parties hereto.

11.13. Severability. In the event that any portion of this Agreement is held to be illegal or otherwise unenforceable, such portion shall be severed or construed as nearly as possible to reflect the original intent of the parties, and the balance of the Agreement shall continue in full force and effect.

11.14. Counterparts. The parties may execute this Agreement in counterparts each of which shall be deemed an original and all of which taken together shall constitute one instrument. Any signed counterpart delivered as a PDF or other electronic copies or by facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

11.15. Survival. The rights and obligations of this Agreement, which by their nature are intended to survive expiration or termination shall survive, including but not limited to: Sections 4 through 11 (including all of the subsections) of this Agreement.

11.16. Non-Discrimination. PEG and Client agree that no person shall be excluded from participation in the services and total access to the services provided under this Agreement on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.

11.17. Confidentiality and Non-Disclosure. PEG shall treat information obtained through the performance of this Agreement 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 Client.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

PEG:

PACIFIC EDUCATIONAL GROUP, INC., a California corporation

Name: Luis Versalles
Title: Director of PreK-12 District Partnerships

CLIENT:

TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

Name: Arthur J. McDonnell
Title: Board Secretary

EXHIBIT A
STATEMENT OF WORK

1. Work Administration.

1. PEG Project Manager/Contact:

Name/Title:	Rie Gilsdorf, Executive Assistant PreK-12 District Partnerships
Address:	795 Folsom Street, 1 st Floor, San Francisco, CA 94107
Phone:	612-760-5441
E-mail:	rgilsdorf@courageousconvesation.com

2. Client Project Manager/Contact:

Name/Title:	Wendy Towle, Director of Curriculum, Instruction, Staff Development and Planning
Address:	Tredyffrin Easttown School District 940 W. Valley Road, Suite 1700 Wayne, PA 19087
Phone:	610-240-1903
E-mail:	TowleW@tesd.net

2. Description of Deliverables and Services to be Developed and the Specifications.

2.1 Time and Location of the Work

August 12-13, 2019, 8:00 am – 3:30 pm at a location secured by Client.

2.2 Listing and Description of Deliverables and Services

One, two-day Beyond Diversity Seminar for up to 80 participants;
Electronic handout file to be shared prior to seminar for printing by Client.

2.3 Anticipated Individuals Who Will Perform Services

Dawan Julien, Equity Transformation Specialist

2.4 Specific Objectives to be Accomplished

Pacific Educational Group (PEG) will provide the above professional development, coaching, and consulting services to the Tredyffrin/Easttown School District during the 2019-2020 school year for the purpose of developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities in Tredyffrin/Easttown schools.

Consent V, E, 1: Appointment of District Tax Collector

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

Action Under Consideration: That the Board of School Directors appoints Elizabeth Butch as tax collector for the Tredyffrin/Easttown School District for the year beginning July 9, 2019 through June 30, 2020.

Consent V, E, 2: Appointment of Board Treasurer

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

Action Under Consideration: That the Board of School Directors appoints Elizabeth Butch as Board Treasurer for the Tredyffrin/Easttown School District for the year beginning July 9, 2019 through June 30, 2019.

Consent V, E, 3: Service Agreement with PowerSchool

VIA: Michael Szymendera, Director of Instructional Technology

Action Under Consideration: That the Board of School Directors approves a one-year service agreement between PowerSchool and the Tredyffrin/Easttown School District for the on-going support of the eFinancePLUS application. The Enterprise Management Services package will manage and maintain the self-hosted eFinancePlus environment for an amount not to exceed \$21,164.00.

Enterprise Management Service (“EMS”)

To assist you with the management of eFinancePlus, the Technical Solutions Group (“TSG”) offers the **Enterprise Management Service (“EMS”)**. EMS is a comprehensive solution that manages and maintains your self-hosted eFinancePlus environment while allowing you to retain complete ownership, control, access, and integration capability. The scope of EMS includes the following:

1. Environment Monitoring

- Near real-time monitoring of server hardware for performance and faulty hardware
- Near real-time monitoring of the eFinancePlus and SQL Server application logs
- Near real-time monitoring of Microsoft Windows® operating system logs and resource utilization
- Near real-time monitoring of virtualization hosts performance and utilization
- Monthly reporting of status and trending of performance, hard drive consumption, server uptime, and frequency of incidents and transactions

2. Software Update Service

- On-demand deployment of **all** eFinancePlus releases including compliance reporting version updates and upgrades
- Choice of automated or on-demand deployment of **all** eFinancePlus-related Microsoft SQL Server software updates
- Choice of automated or on-demand deployment of **all** Microsoft Windows® operating system and relevant server-related third-party software updates
- On demand deployment of Cognos updates.

3. Offsite Data Backup and Environment Refresh/Restoration

- Automated nightly compression, encryption, and transfer of application and database files to a remote location for long-term retention as scheduled herein.
- On-demand refreshes of data to a non-production environment with no limit to the number of refreshes
- Completion of planned server migrations to new physical or virtual hardware
- Same-day initiation of restoration of corrupted environment using most recent backup

4. Disaster Recovery

- In the event of a disaster, temporary hosting of the application and database for thirty (30) days on the TSG cloud platform
- Same-day initiation of restoration of application in the TSG temporary hosting environment
- One (1) test per twelve-month EMS term to evaluate disaster recovery protocol, RTO/RPO, and temporary hosting solution (optional and upon request)
 - *Note: offsite disaster recovery is only available for clients running versions of eFinancePlus 5.1 or greater.

5. Infrastructure Support

- Pro-active intervention and response to performance situations directly with TSG during expansive hours 7 days a week
- One hour Service Level Agreement for all EMS needs

6. SQL Server Database Optimization and Performance Tuning

- Review and evaluation of physical and virtual database server hardware and storage configurations
- Review and evaluation of SQL Server settings and configuration and other elements of data integrity strategies
- Review and evaluation of SQL Server Database Tables and Index definitions
- Modification or optimization of SQL Server Table and Index and other elements of tuning potential
- Capture and completion of recommended and agreed-to configuration settings

7. Security Advisory Services

- Initial and ongoing evaluation of environmental asset security capability according to CIA triad for system and data
- Initial and ongoing threat assessment evaluation
- Reporting of findings and recommendations to establish and/or improve security capabilities

8. SSL Certificate Administration

- Review of SSL / TLS use and capability
- Procurement and provisioning of 2048-bit RSA key TLS 1.x certificate
- Configuration of SSL / TLS certificate for each specific client's site
- Integration into client instance of eFinancePlus and ongoing administration throughout EMS term

Contacting TSG for EMS Needs

TSG has established a process for Clients to use in order to ensure an immediate response to EMS requests. The four primary methods for requesting service or support are as follows:

1. Email

To receive support or request services by email, Clients should send their request to TSG at myEMS@powerschool.com. The eFinancePlus Customer Number should be included in the Subject Line for fastest processing.

2. Telephone

For service via telephone, Clients should call 1.866.434.6276 or 1.916.288.1881, and select Option 6 for “Enterprise Management Service Clients.” The eFinancePlus Customer Number should be ready to be provided to TSG.

3. PowerSource Self-Service Portal

To receive support or request services by posting Cases to the Self-Service portal, please visit <https://support.powerschool.com>

4. EMS Live Agent Chat

EMS Clients can contact a TSG representative using our EMS Live Agent Chat available on PowerSource. To initiate an EMS Live Agent Chat session please visit <https://support.powerschool.com/dir/9567>.

Once TSG is contacted using any of the aforementioned methods, the Client will be provided with a Case Number and a TSG Systems Engineer, Security Engineer, or Database Administrator will be assigned to assist the Client with their request. The TSG representative will have access to all pertinent documentation about the environment’s configuration and a log of previous support issues and requests. However, Client staff should be prepared to provide or verify system credentials or other elements of information in the event it has recently changed.

Hours of Operation

- Infrastructure support and other elements of the EMS agreement are available twenty-four hours a day Monday through Thursday, Fridays from Midnight to 9:00 PM, Saturdays from 4:00 AM to 6:00 PM, and Sundays from 4:00 AM to 6:00 PM and 9:00 PM to Midnight Pacific Time (excluding PowerSchool holidays, unless otherwise specified and negotiated).
- TSG will respond to all inquiries, needs, escalations, or solicitations from the Client within no later than one (1) hour of receipt during the hours and under the terms indicated above.

Note: Pre-scheduled off-hour or holiday support may be available at an additional cost or by negotiation.

Scale of Service Summary

Instance(s)
The scale of this service shall be limited to the following instance(s): <ul style="list-style-type: none"> • Production
Database(s)
The scale of this service shall be limited to the following database(s) <ul style="list-style-type: none"> • (18) eFinancePlus SQL Server Database(s) as identified below: <ul style="list-style-type: none"> ○ complus92 ○ eFPAuthProvider ○ efpcatalog ○ FAWFPersistence ○ finplus52 ○ finplus52_attach ○ firstquarter ○ fye2015 ○ fye2016 ○ fye2017 ○ fye2018 ○ fye2019 ○ HRWFPersistence ○ secondquarter ○ TDE_POD ○ testfinplus52 ○ thirdquarter ○ WFMonitoring
Server(s)
The scale of this service shall be limited to the following server(s): <ul style="list-style-type: none"> • (1) eFinancePlus SQL Database Server(s) • (1) eFinancePlus Application Server(s) • (1) eFinancePlus Workflow Server(s) • (1) eFinancePlus Cognos Server(s)

Note: Additional services, or services to additional elements of the customer's environment not specified above, will require additional funding. Please contact TSG for more information or a supplemental proposal.

EMS Renewal Summary – As of April 24, 2019

Enterprise Management Service Renewal

(12 Month Renewal Term: 07/12/19 - 07/11/20)

By signing this proposal, the Client agrees that they have acknowledged the fully disclosed Enterprise Management Service (EMS) Statement of Work for eFinancePlus, available upon request, and acknowledge and agree to the terms and conditions set forth

All products and services set forth in this Proposal will be provided to Client in accordance with the terms and conditions of the standard eFinancePlus Licensed Product and Services Agreement.

AGREED TO: Tredyffrin-Easttown School District			
By:			
(Authorized Signature)			
Name:			
Title:			
Date:		Phone Number:	

To renew this offering, please sign the last page of this proposal and submit back to PowerSchool Group, LLC via fax to (916) 288-1590. Thank you and we look forward to working with you and your staff.

PowerSchool Group, LLC
 150 Parkshore Drive
 Folsom, CA 95630

TIN: 47-4429364
 Fax: (916) 288-1590
 Phone: (877) 873-1550



Invoice

Date 06/30/2019
 Invoice# INV183463
 Terms Net 30
 Due Date 07/30/2019
 EIN# 47-4429364
 Customer ID 10010869

Bill To

Meghan Papp
 Tredyffrin-Easttown School District
 940 W Valley Rd Ste 1700
 Wayne PA 19087
 United States

Ship To

Meghan Papp
 Tredyffrin-Easttown School District
 940 W Valley Rd Ste 1700
 Wayne Pennsylvania 19087
 United States

PO#	Quote#	Sales/Renewal Rep			
	Q-188113	Jessica L Breshears			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
PS-ERP-S-EFPEMS: Unified Admin eFP Enterprise Management Service Invoice Period: 07/12/2019 - 07/11/2020	4	Server		5291.00	\$21,164.00

Subtotal	Tax Total	Total (USD)
\$21,164.00	\$0.00	\$21,164.00
		Amt. Due (USD)
		\$21,164.00

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DjQOtAVmQmJDIDk/custinvc/4095378?email=false

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUS6S (Include Invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually), or, if a lower maximum rate is established by law, then such lower maximum rate.

Consent V, E, 4: Tax Bill Homestead/Farmstead Exclusion

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

**Tax Bill Homestead/Farmstead Exclusion
July 15, 2019**

WHEREAS, the County Assessor has certified to the School District that there are 11,292 approved homestead/farmstead properties in the School District for the 2019 – 2020 fiscal year; and,

WHEREAS, the Pennsylvania Department of Education has certified that the School District’s Property Tax Reduction Allocation for the 2019 – 2020 fiscal year is \$2,099,793.02.

In accordance with the Special Session Act 1 of 2006, known as the Taxpayer Relief Act, the Board of School Directors hereby establishes the following homestead/farmstead exclusion for the 2019 – 2020 fiscal year:

1. All approved homesteads and/or farmsteads shall receive a homestead/farmstead exclusion of \$7,787 of the assessed value of the homestead and/or farmstead, which, based upon the millage rate established for the 2019 – 2020 fiscal year, corresponds to a tax reduction of \$185.95.
2. The annual property tax bill for each approved homestead and/or farmstead shall include the following information with respect to the homestead/farmstead exclusion: (a) the assessed value, (b) the tax liability on the assessed value, (c) the amount of the homestead/farmstead exclusion in assessed value, (d) the actual tax liability after the homestead/farmstead exclusion and (e) the actual tax savings associated with the homestead/ farmstead exclusion.
3. The following notice shall also be included with the annual property tax bills of all owners of approved homestead and/or farmstead properties:

NOTICE OF PROPERTY TAX RELIEF

Your enclosed tax bill includes a tax reduction for your homestead and/or farmstead property. As an eligible homestead and/or farmstead property owner, you have received tax relief through a homestead and/or farmstead exclusion which has been provided under the Pennsylvania Taxpayer Relief Act, a law passed by the Pennsylvania General Assembly designed to reduce your property taxes.

These provisions shall apply to the annual property tax bills issued in July 2019 and not to any interim real estate tax bill.

RESOLVED, ADOPTED and ENACTED this 15th day of July 2019.

BY: _____ ATTEST: _____
 President of the Board of School Directors Board Secretary

Consent V, E, 5: Agreement with Reconstructive Orthopaedic Associates II, P.C.

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

Action Under Consideration: That the Board of School Directors approves the attached two-year agreement between the Tredyffrin/Easttown School District and the Reconstructive Orthopaedic Associates II, P.C. for Athletic Training-Sports Medicine services and physician services for high school sports at a cost of \$98,541.00 for 2019-2020 school year and \$99,527.00 for 2020-2021 school year.

This agreement provides two Full-Time Athletic Trainers to cover high school athletic activities and unlimited tests use and implementation of ImPact Baseline screenings and Post-Injury tests for a period of two years beginning August 1, 2019 and shall expire the last student day of 2021.

ATHLETIC TRAINER SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019 by and between RECONSTRUCTIVE ORTHOPAEDIC ASSOCIATES II, P.C. (“**ROA**”), a Pennsylvania professional corporation, and TREDYFFRIN/EASTOWN SCHOOL DISTRICT (“**District**”).

RELEVANT FACTS

- A. The District desires to have certain athletic training services provided in connection with its athletic programs at its High School.
- B. ROA employs certified athletic trainers who are qualified to provide the desired services.
- C. The District wishes to contract with ROA to obtain athletic training services and ROA wishes to contract with the District to provide such services.
- D. ROA and the District wishes to memorialize the terms of their contract in the following:

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements, and intending to be legally bound hereby, ROA and the District (collectively referred to as the “**parties**”) agree as follows:

1. ROA shall be required to furnish a qualified and certified athletic trainer(s) to provide the services described in Section 2(a) hereof for the sports team practices and inter-scholastic athletic events described in Exhibit A. (“Covered Practices/Events”) for the school year set forth in Exhibit A (“**School Year**”).

(a) The scope of services may be modified from time to time by the parties by their modification and said Exhibit “A”, which modification shall be in writing signed by both parties. Any written modification shall be attached to this Agreement with as an addendum to the existing Exhibit “A” or as a replacement therefore. ROA represents that its services shall be provided in a high quality and professional manner and that it has the background, expertise, and certified personnel necessary to provide these services to the District.

(b) The dismissal of a trainer for disciplinary reasons will be the responsibility of ROA, but the District maintains the right, in its sole discretion, to require the removal and replacement of the trainer at ROA expense if the trainer’s behavior should be violative of the Pennsylvania Public School Code of 1949 and existing rules and regulations of the District in such matters as procedures, policies, and conduct, as the District may require to prevent interference with its proper operation. Both the District and ROA should determine jointly when and if a trainer, who has been removed under this subsection, should be permitted to return to the position in the District.

2. The services to be provided hereunder are as follows:

(a) Render first aid treatment of injuries to athletes of the District that occur during Covered Practices/Events for those injuries which are appropriately so treated by a qualified and certified athletic trainer including, but not limited to the evaluation and treatment of minor injuries; preventative taping and strapping of athletes; providing nutritional information to student athletes. For injuries that require the services of a physician, the first aid treatment rendered pursuant to this Agreement will be of an interim nature pending the arrival of an ambulance and/or physician and/or the transportation by the District or others of the injured athlete to a physician or hospital. Complete and submit District accident report forms for any injury requiring the services of a physician or 911 transport to hospital within a twenty-four (24) hour period.

(b) Recommend a specific rehabilitation program for the injured athlete where that is appropriate for the treatment of the injury involved and the injured athlete is not under the care of a physician for the injury.

(c) Perform follow-up evaluations of the remediation of the injury and consultation with athletic coaches and the injured athlete with respect to re-entry in athletic activity.

(d) Communicate with the District coaches, athletic directors, family/school/team physicians, school nurses, school principals, EMS personnel, and such persons as needed for them to provide consultation, treatment, and related services to the student-athletes (including establishing a plan of care for the individual in his/her capacity as both a student and an athlete). ROA agrees that the release of protected health information form (or a substantially similar form) attached as Exhibit B, executed by a student-athlete, shall authorize ROA to communicate with the District representatives as described above.

(e) ROA shall provide the District with Pennsylvania and FBI criminal history background checks pursuant to 24 P.S. Section 1-111 and child abuse clearances in accordance with the Pennsylvania Child Protective Services law, 23 PA.C.S. Sections 6301 et seq. for all employees providing services hereunder.

3. The District agrees to pay ROA a fee of Ninety Eight Thousand Five Hundred Fifty Four Dollars and Zero Cents (\$ 98,541.00) for the 2019-2020 School Year and Ninety Nine Thousand Five Hundred Twenty Seven Dollars and Zero Cents (\$99,527.00) for the 2020-2021 School year for all services rendered hereunder, such fee to be paid in two (2) equal installments, on September 15 and January 15 of each respective School Year hereunder.

4. Each qualified athletic trainer whose services are provided hereunder shall at all times remain an employee of ROA and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that ROA shall at all times be acting as an independent contractor and that ROA employees shall not be, for any purposes, employees, agents or joint venturers with the District. ROA will have control over the performance of the services and shall be solely responsible for payment of its federal and local taxes, salary for its

employees, social security payments, worker's compensation insurance, and any and all other expenses incurred by ROA in the performance of this Agreement. Nothing contained in this Agreement shall create a partnership or joint venture between the District and ROA.

5. Athletic trainers assigned to the District shall hold current certification by the American Red Cross or the American Heart Association in adult/child CPR, AED and first aid.

6. Unless and except provided by ROA, the District hereby acknowledges that ROA is not responsible for the determination of the types, quality, design and all other aspects of athletic and other equipment worn or otherwise utilized by the athlete in Covered Practices/Events as well as the design, maintenance and repair of facilities at the school utilized by the athlete in connection with the Covered Practices/Events.

7. ROA agrees to the following terms and conditions regarding confidentiality and non-disclosure of District records:

(a) In the performance of its duties, ROA has access to certain District records, including, but not limited to, student records ("**District Records**");

(b) ROA acknowledges that in performance of its duties under the Contract and in particular when ROA has access to district Records, contractor is acting as an agent of the District;

(c) ROA agrees not to copy, duplicate, retain or disclose any District Records or any information contained therein to anyone in any format, other than to a District administrator for purposes related to the ROA's duties for the District;

(d) To the extent that ROA has access to District Records, it will be under the direct control of the District; and,

(e) ROA agrees that it will indemnify, defend and hold the District harmless from any claim or loss, including, but not necessarily limited to any claim for damages or loss of funding, arising from ROA's copying; duplication, retention or disclosure or alleged copying, duplication, retention, or disclosure of any District Records or information contained in any district Records.

8. ROA, at its 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 ROA and each employee thereof against any act, error or omission of ROA and ROA's employees. ROA shall include the District and the School as named insureds on this policy or policies. 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.

9. Indemnification.

(a) ROA 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 ROA and/or its affiliates, representative, directors, officers, agents, and ROA's employees in the performance of any and all duties and services to the District provided hereunder.

(b) District shall indemnify, defend, and hold ROA and ROA'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 ROA or ROA's agents, officers or employees.

(c) Each party seeking indemnification shall promptly notify the other party of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading or notice issued in any lawsuit or other proceeding to assert or enforce such claim. The party from whom indemnification is sought shall have a reasonable time, not to exceed twenty (20) days, after receipt of said notice to choose to control the investigation, trial, and defense of such lawsuit or action. If the party chooses to do so, it hereby reserves the right to control the investigation, trial and defense of such lawsuit or action, including all negotiations to effect settlement, any appeal arising therefrom and to employ or engage attorneys of its own choice provided that no settlement or compromise of any claim or action can be made without the reasonable consent of the other. The party seeking indemnification may, at its own cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification, its employees, agents, servants and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including, without limitation, providing them with all available information concerning the claim. If the indemnifying party chooses not to assume the defense of a claim or action within twenty (20) days after notice, the party providing notice may assume the defense thereof at the cost of the indemnifying party.

10. No party shall be liable for any delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes and intervention by any governmental authority and each party shall take steps to minimize any such delay.

11. All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) mailed by first class registered or certified mail, return receipt requested, postage prepaid; (ii) sent by next day business courier (such as Federal Express or the like); or (iii) personally delivered as follows:

(a) If to ROA, to:

Reconstructive Orthopaedic Associates II, P.C.
925 Chestnut Street
Philadelphia, PA
Attn: CEO

(b) If to the District, to:

Tredyffrin/Eastown School District
Attn: Business Manager

12. Term.

(a) The term of this Agreement shall commence August 1, 2019 and shall expire upon the last student day of the District's 2020-2021 School Year (the "**Term**"), unless sooner terminated in accordance with the terms hereof. In the event neither party provides notice to the other party hereunder as specified in subsections 12(b) or 12(c) hereunder, this Agreement shall automatically renew for successive one (1) year terms. Notwithstanding anything to the contrary contained herein, the parties may renegotiate the annual fees prior to the start of any School Year.

(b) Either party may provide, at least thirty (30) days prior to the end of this Term of this Agreement or any renewal term thereof, as the case may be, written notice indicating its intent to terminate the Agreement at the end of the Term or to renew the Agreement for a term of one (1) year. If the notifying party provides notice of its intention to renew, the terms of this Agreement shall govern, unless the parties mutually agree in writing to modify any or all of the terms of this Agreement. If no notice is provided by either party at least thirty (30) days prior to the expiration of the Term of this Agreement (or any renewal term, as the case may be), then this Agreement shall terminate upon its expiration.

(c) Notwithstanding the foregoing, either the District or ROA shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other. Upon expiration of said notice period, this Agreement shall be terminated and the parties shall have no further obligation hereunder, except obligations (Compensation obligations in Section 3, Confidentiality obligations in Section 7, and Indemnification obligations in Section 9), which survive the termination of this Agreement.

13. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

14. This Agreement (including all Exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreement, commitments, or understanding with respect to the matters provided

for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

15. 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.

16. Both parties to this Agreement certify 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 or District policy.

17. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The District, at its sole discretion, shall have the right to elect to have all claims, disputes and other matters in question (collectively “**Claims**”) between the parties arising out of, or relating to, this Agreement or the breach thereof decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The District’s election to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any and all Claims that the District does not elect to arbitrate shall be subject to the exclusive jurisdiction of the Montgomery County Court of Common Pleas. In the adjudication or other disposition of any Claim arising under this Agreement and/or the services provided hereunder, whether through arbitration, court proceeding or otherwise, in addition to any other relief awarded, the prevailing party shall be awarded its reasonable attorneys’ fees and costs incurred in connection with the Claim. For purposes of this Section, the term “costs” includes, without limitation, filing fees, arbitrator fees, and expenses (if applicable), witness and subpoena fees, copying costs, messenger and delivery costs, transcript/stenographic costs and expert witness fees.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

RECONSTRUCTIVE ORTHOPAEDIC
ASSOCIATES II, P.C.

By: _____
Mike West, CEO

TREDDYFFRIN/EASTOWN SCHOOL
DISTRICT

Witness

By: _____

EXHIBIT A
Trainer Services Agreement
Dated _____ between
RECONSTRUCTIVE ORTHOPAEDIC ASSOCIATES II, P.C.
and
TREDDYFFRIN/EASTOWN SCHOOL DISTRICT

1. Applicable school year: 2019-20, 2020-2021

2. Covered Practices/Events:

(a) District sports to which this Agreement applies are all High School Sports (boys and girls) that are played on an inter-scholastic basis (herein referred to as the “**Covered Sports**”) subject to the limitations and conditions set forth in 2(b) below. The aggregate number of hours per academic year shall not exceed 1760 and any hours in excess of the foregoing may be requested by the District Athletic Director and shall be charged at the rate of Thirty Five Dollars (\$35.00) per hour.

(b) Practice and/or Events of the Covered Sports to which this Agreement applies are:

(i) Practices and home games for each of the Covered Sports on a six (6) days per week basis (including Saturday for home games, if applicable), or forty (40) hours per week per Athletic Trainer provided, however that the Covered Sports practices and/or home games which are being held concurrently are all being held in reasonable proximity to each other at the High School facility. It is understood that the services of only one (1) qualified trainer is being provided at the High School facility who will circulate as needed among the practices and/or home games scheduled for Saturday. To the extent reasonable and practicable, the District agrees to schedule them so they are held during approximately the same time periods.

(ii) Away games for High School football only.

(iii) All playoff games, whether home or away, for Covered Sports.

(iv) Any other practices and/or games requested by Athletic Director or Principal within reason.

(v) The trainer providing the services hereunder shall arrive one (1) hour prior, in the case of scheduled practice, and two (2) hours prior to the start of scheduled home games, and, in the case of away games, one (1) hour before the scheduled departure time for the team transportation to the game.

(vi) The services to be provided hereunder shall be rendered at High School facility or, in the case of away games, at the location of the game except for preparatory services at the appropriate High School facility prior to team departure.

(vii) The District shall supply at its own expense all necessary first aid and other supplies required to perform the services upon written request by ROA. Any supplies

and/or equipment furnished by the District and not consumed in the performance of the services shall be returned to the District upon the expiration or earlier termination of this Agreement.

(viii) ROA employees shall have no obligation to perform services hereunder except as specifically described in this paragraph 2(b) of this Exhibit A.

(ix) ROA will not provide Sunday coverage.

(x) ROA will provide concussion management testing to student athletes and provide information and access of testing results after consultation with ROA Medical Physician to the District Athletic Director.

(xi) ROA will supply the District physician coverage at all home football games at the rate of Two Hundred Dollars (\$200.00) per game.

3. Physician Services

ROA shall be the exclusive Sports Medicine – Physician Services Care Provider to the District. The physician providing services under the terms hereof shall be R. Robert Franks, Jr., D.O. (“Dedicated Physician”). In the event the Dedicated Physician is temporarily unavailable, ROA shall provide the services of another physician.

All medical documentation, injury reporting, insurance claim filing and emergency care contact shall be established and performed by the ROA certified athletic trainer (ATC). Under the supervision of the ROA certified athletic trainer contracted to the District, access to the Dedicated Physician and other ROA Sports Medicine Physicians, as needed, for acute sports medicine injuries will be provided twenty four (24) hours per day, seven (7) days per week, during the Term hereof. District’s certified athletic trainer shall have direct access to the ROA Injury Hotline Service. Injured athletes will be scheduled the day of injury, if it occurs prior to 3pm, or the following business day at one of ROA’s Offices. Any services by the Dedicated Physician or medical staff, other than the certified athletic trainer assigned to the District shall be billed directly by ROA to the student athlete’s personal health insurance. All services provided by ROA shall be with proof of appropriate health insurance coverage for the injured student athlete.

Educational/Lecture Series. With the many ancillary services ROA has to offer, ROA, in conjunction with Velocity Sports Performance, shall design an educational/lecture series upon request by the District. These educational programs will educate athletes, parents, coaches, and etc. on several different topics such as Nutrition, Mental Conditioning, Proper Exercise Programs, Concussion Symptoms and Issues, Coaches Clinics, and etc. Any lectures shall be coordinated through Rothman’s certified athletic trainer assigned to the District.

District shall provide ROA with introductions/announcements that the Athletic Department at the District has engaged ROA to provide exclusive Sports Medicine Care for the athletic department, specifically with the induction of a certified athletic trainer to the sport services of the District. District has agreed to hang banners on athletic fields and gymnasiums (banners provided by Rothman/Velocity Sports Performance) and a link placed on the District

athletic department website. In addition, District shall provide access to ROA in order to promote events, announcements, etc. within the District.

Consent V, E, 6: Contract with Naviance, Inc.

VIA: Michael Szymendera, Director of Instructional Technology

<p>Action Under Consideration: That the Board of School Directors approves the attached one-year renewal contract between Naviance, Inc. and the Tredyffrin/Easttown School District at a cost not to exceed \$7,625.50.</p>

Naviance is a web and mobile based K-12 college and career readiness platform.

400 E Business Way
 Suite 400
 Cincinnati, OH 45241
www.hobsons.com

Sold To: Conestoga High School
Name: Jennifer Kratsa
Address: 200 Irish Rd, Berwyn, PA 19312-1294
Email: kratsaj@tesd.net
Phone: (610) 240-1010
Naviance ID: 27354uspu

Order Date: June 11, 2019

Valid Until: 7/1/2019
Quote Number: : Q290152
Contract Start Date: 7/1/2019
Contract End Date: 6/30/2020
Contract Term (in months): 12
Currency: USD

Hobsons Contact:
Name: Maria Roa Arrazola
Email: maria.arrazola@hobsons.com
Phone: + 1 (703) 678-4379

Purchase Order:
Payment Term: Net 30

Conestoga High School					
Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Naviance for High School	2,060	Enrollment	7/1/2019	12	5150.00
Naviance eDocs	500	SrEnrollment	7/1/2019	12	600.00
AchieveWorks	2,060	Enrollment	7/1/2019	12	2163.00

Sub Total:	7,913.00
Discount:	287.50
Total Price:	7,625.50

Notes: (if applicable)	Subscription to Naviance eDocs is based on enrollment of Senior class only.
Comments:	All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Melissa McMenamin	mcmenaminm@tesd.net
Billing	Jennifer Kratsa	kratsaj@tesd.net
Payment Method:	Purchase Order #	<i>Paying by credit or debit card?</i>
	Check	Credit Card #
	Wire Transfer #	Card Holder Name:
		Expiration Date (MM/YY):
		Billing Zip Code:
	Security Code:	
	Country:	
CEEB Code:	390295	

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://static.naviance.com/html/policies/tos.html>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

Yes, a Purchase Order is required. It will be sent to Hobsons by _____.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature

Printed Name and Position

Signature Date

Purchase Order & Order Forms:
Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

Remit To:
Naviance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

Consent V, F, 1: Educational Services Agreement

VIA: Chris Groppe, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves 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 16, 2019 through August 26, 2019 in an amount not to exceed \$16,200.

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 V, F, 2: Contracts with Approved Private Schools

VIA: Chris Groppe, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves 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 2019 and the 2019-2020 school year at an approximate cost not to exceed \$50,000.

This student with special needs requires an intensive program of special education services and supports that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with District funding the remaining 40%. State funding is available for this student's programs for the current year.

Action Under Consideration: That the Board of School Directors approves 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 2019 and the 2019-2020 school year at an approximate cost not to exceed \$50,000.

This student with special needs requires an intensive program of special education services and supports that exceed the capability of his/her neighborhood school. The Approved Private School ordinarily would receive 60% of the annual tuition rate through state funding, with District funding the remaining 40%. State funding is available for this student's programs for the current year.

Action Under Consideration: That the Board of School Directors approves a contract between the Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for nine (9) District students. This contract covers Extended School Year from July 2, 2019 through August 3, 2019 at a total cost of \$76,140.

Consent V, F, 3: Agreement with Richard J. Caron Foundation

VIA: Chris Groppe, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves the agreement in the form presented between Richard J. Caron Foundation and the Tredyffrin/Easttown School District to implement educational and related services to students.

AGREEMENT

THIS AGREEMENT MADE this 30th day of May, 2019 by Tredyffrin Easttown School District, hereinafter referred to as "School District", with a principal address at 940 West Valley Road, Suite 1700, Wayne, PA 19087, and RICHARD J CARON FOUNDATION, with a principal address at P.O. Box 150, Wernersville, PA 19565, hereinafter referred to as "Provider" (each a "Party;" collectively, the "Parties").

WHEREAS, the School District provides educational and related services to students; and

WHEREAS, Provider provides certain student assistance program services to students (the "Services", as identified herein); and

WHEREAS, the Parties intend that Provider will provide Services to students being educated by the School District on an as-needed basis, as determined by the School District, and in accordance with the terms and conditions outlined herein.

WITNESSETH:

In consideration of the mutual covenants and Agreements, School District and Provider agree as follows:

1. Work statement, general conditions. Provider shall perform for School District the Services as identified in Exhibit A, Exhibit B, and Exhibit C, hereto, which are incorporated herein by reference and made part of this Agreement.
2. Term and Termination. The term of this Agreement shall be from the period of September 1, 2019 through June 30, 2020, unless sooner terminated in accordance with this Agreement. This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party.
3. Payment. In consideration for the services of Provider, School District shall pay to Provider in accordance with the Fees outlined in Exhibit A of this Agreement, upon receipt by the School District of an invoice from Provider.
4. Insurance.
 - (a) In connection with the provision of services, Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the insurance coverage required by this Paragraph 4, and shall provide proof of such insurance as requested by School District.
 1. A policy of worker's compensation insurance, in amounts required by law, covering all officers, employees and agents of Provider who are in any way engaged in or connected with the performance of the services

hereunder and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

2. A policy of comprehensive general liability insurance with broad form property damage endorsement, personal injury coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate, with respect to personal injury, death, or damage to property. Provider shall include the District as an additional insured on this policy or policies. Certificates of coverage shall be furnished to the District upon request.
 3. A policy of professional liability insurance with such policy to afford protection to the limit of One Million Dollars (\$1,000,000) with respect to any one occurrence and Three Million Dollars (\$3,000,000) in the aggregate, covering all officers, employees, or agents of Provider who are in any way engaged in or connected with the performance of services.
 4. If a motor vehicle or automobile is to be used by Provider in performing the services, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement, whether owned or non-owned, covering all officers, employees or agents of Provider who are in any way engaged in or connected with the performance of the services using a motor vehicle or automobile.
- (b) School District, at its own cost and expense, shall be responsible for obtaining and maintaining in force during the term of this Agreement, insurance coverage for the activities and obligation of the School District under this Agreement.

5. Indemnification.

- (a) School District. School District shall defend, indemnify and hold Provider, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School District, its officers, employees, or agents.
- (b) Provider. Provider shall defend, indemnify and hold School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, employees, or agents.

6. Entire agreement. This Agreement and its exhibits which are incorporated herein by reference, contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications between the Parties relating to such subject matter. Amendments to this Agreement may be made if agreed to in writing and signed by both Parties.
7. Prohibition against assignment and subcontracting. Neither party may assign or subcontract any of the rights or obligations outlined in this Agreement without the prior written approval of the other party.
8. Child protective services. Provider hereby warrants that in providing the Services, Provider, including its employees and agents, shall comply with the Pennsylvania Child Protective Services Law, 23 Pa. C.S.A. Chapter 63 and Act 126 of 2014 which amended the Pennsylvania Public School Code of 1949 (the "Laws"). Specifically, Provider shall require its employees and agents to report or cause a report to be made regarding suspected child abuse based on a reasonable cause to suspect such abuse based on professional or other training in compliance with the Laws and with Provider regulations. In no event will School District seek to limit or prevent a suspected child abuse report made or to be made by the Provider, and waives any claim against Provider with respect to Provider's reporting decision-making and actions pursuant to the Laws.
9. Confidentiality. Each Party shall protect the confidentiality of all protected health information ("PHI") regarding any person who is or has received a comprehensive behavioral health assessment by Provider or otherwise in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), the federal Drug and Alcohol Confidentiality Law, 42 U.S.C. 290dd-2, and the regulations at 42 C.F.R. Part 2 (the "Part 2 Requirements"), the Family Educational Rights and Privacy Act (to the extent applicable) and any other applicable federal and state law. The Parties shall comply with the Terms of Confidentiality of Agreement of Protected Health Information at Exhibit C attached hereto.
10. Non-discrimination. During the term of this Agreement, Provider agrees as follows:
 - (a) Provider shall not unlawfully discriminate against any employee, applicant for employment, independent contractor, recipient of services, or any other person because of sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran's status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected class.
 - (b) Provider shall in advertisements or requests for employment placed by or on its behalf state all qualified applicants will receive consideration for employment without regard to their sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran's status,

disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected class.

11. Independent capacity of Provider. The Parties hereto agree that Provider and any agents and employees of Provider, in the performance of this Agreement, shall be acting as independent contractors of the District, and not as officers, employees or agents of School District.
12. Modification. No alteration, variation, amendment, modification or waiver changing the scope, or other terms and conditions of this Agreement and its exhibits, including but not limited to with respect to services rendered, budget items, the special conditions of provisions enumerated, shall have any force or effect unless it is pursuant to a written and signed agreement by both Parties. There shall be no oral modifications to this Agreement nor may Paragraph 12 be waived.

EXHIBIT A

Number of days/hours per week 2 days/13 hours per week

Cost: \$26,000 total be billed twice (50% each bill) per year
Sept/January

Included in this cost:

- Scheduling, facilitation and follow-up of Behavioral Health Assessments. *Please note: We do not offer assessments to students from kindergarten through fourth grade; we do, however, offer family consultation to provide resources and direct referrals as needed.*
- Group facilitation of school-based support groups.
- Individual support for students returning to school from treatment or at other times deemed appropriate.
- Attendance at SAP Team Meetings.
- Classroom prevention education, SAP Team Maintenance, Faculty In-Service, and Parent Program at no additional cost. Faculty In-Service and Parent Program topics are listed on Caron SAP's website at www.caronsap.org.

This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the Parties hereunto have caused this Agreement to be signed and attested to by their duly authorized officers as of the day and year herein above set forth.

SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

RICHARD J CARON FOUNDATION

By: [Signature]

Its: EVP & CDO

Date: 6/3/19

EXHIBIT B
SERVICE DELIVERY SPECIFICS

1. Description of Provider Agency Responsibilities. Provider agrees to adhere to all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistant Program ("SAP"). Additional responsibilities of Provider include:
 - (a) Provider contact: Provider supervisor, Christine Storm, can be contacted at 302-420-4018 should the need arise.
 - (b) Provider agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to School District. The SAP liaison acts as an ad hoc member of the SAP Core Team.
 - (c) The SAP liaison will provide site-based comprehensive behavioral health assessments if recommended by the SAP Core Team and written parent/guardian permission is secured. The SAP liaison will secure releases of information from the student prior to disclosing information to School District and/or agencies involved with student referral. If appropriate releases cannot be obtained, the SAP liaison will not complete the comprehensive behavioral health assessment.
 - (d) The SAP liaison will provide follow-up with parent/guardian and student. Every effort will be made to facilitate a site-based, face-to-face meeting with parent/guardian.
 - (e) The SAP liaison may provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or psycho-educational groups as requested by School District.
 - (f) The SAP liaison may provide postvention assistance to SAP Core Teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as requested by School District.
 - (g) Provider may provide technical assistance to the SAP Core Team regarding best practices for SAP and policy development as per state standards and guidelines as requested by School District.
 - (h) The SAP liaison may facilitate psycho-educational groups to students referred through the SAP Core Team as requested by School District. Students may participate in group with written parent/guardian permission in accordance with School District policies and regulations.

- (i) The SAP liaison may assist with faculty in-service trainings on alcohol, tobacco and other drugs as requested by School District.
 - (j) The SAP liaison may facilitate or participate in SAP Core Team maintenance.
2. Description of School District Responsibilities. School District agrees to comply with all federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within School District, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Act (PPRA). School District also agrees to provide a SAP Core Team that complies with the BEC 24P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of School District include:
- (a) School District will designate a contact person between the SAP Core Team and Provider to ensure effective communication.
 - (b) School District will provide access to safe and private space with a telephone where the SAP liaison can provide services. School District will provide for secure storage of student records and adhere to SAP confidentiality provisions.
 - (c) School District will, upon request, provide copies of School District's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, schedule of special activities, and any other school policies that may affect SAP services. These items are also available on the School District's publicly accessible website.
 - (d) School District will contact parent/guardian of identified students in order to explain referral, gather information, and seek permission to involve student in SAP services.
3. Conflict Resolution Process. Should there be a conflict between School District and Provider, the conflict resolution process should work through the levels as follows:
- (a) Step One: Members of the School District and Provider Specialist meet to discuss conflict.
 - (b) Step Two: School Building Administrator and Provider Administrator meet.
 - (c) Step Three: School District Central Office Administrator and Single County Authority meet.
 - (d) Step Four: Chief School Administrator, Office of Drug and Alcohol Programs Representative, and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.

- (e) Step Five: Commonwealth Student Assistance Program Interagency Committee meets.

EXHIBIT C

TERMS OF CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

The Parties agree that the protection of information regarding any person who is or has been involved in the Student Assistance Program ("SAP") is an ethical and legal obligation. Accordingly the Parties agree as follows:

1. School District. School District shall comply with applicable laws governing consent for substance abuse care, including, but not limited to, the written consent for the disclosure of the student's personal information to Provider. Except as provided herein, all records generated by the SAP with respect to individual students, are records of School District, the retention and disclosure of which shall be governed by applicable federal and state laws, including but not limited to the Family Education Rights and Privacy Act of 1974 (FERPA), Protections of Pupil Rights Law (HATCH Amendment 2002), and Health Insurance Portability and Accountability Act (HIPAA). School District shall provide Provider with a copy of written parent/guardian permission for Provider's records.

a. The Records generated by School District's SAP Core Team, with respect to individual students, are and shall be the property of School District. School District shall provide for secure storage of student records.

2. Provider SAP Services. When School District refers a student (with appropriate written parent/guardian permission) to Provider, Provider shall offer a) a student assessment and/or b) group discussion for participants related to student assistance program-related issues (the "SAP Services"). The Parties recognize that as a substance abuse health care provider, Provider is governed by federal and state law regarding the confidentiality of patient information related to the services provided, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), federal regulations governing the confidentiality of drug and alcohol services (42 CFR Part 2), and state laws governing the confidentiality of mental health and substance abuse information and records ("Records").

a. Provider shall obtain written consent for participation in the SAP Services offered by Provider from the parent/guardian for services pursuant to applicable laws. Provider shall obtain written Consent to Release or Obtain Confidential Information from the student when a student assessment is recommended by the SAP team. The consent may permit disclosure of Recommendations and Pertinent Information to additional parties, such as the student's parent/guardian, School District SAP team, the student's physician or therapist. School District shall have access to the Records upon request, unless prohibited by law.

b. The Records generated by Provider related to the SAP Services are and shall be the property of Provider. Provider shall store Records related to the SAP Services for ten (10) years or otherwise as required or permitted under law, at which time Provider shall destroy such Records.

c. Provider staff leading group discussions (“Specialists”) shall observe all applicable confidentiality laws related to the disclosure of health, safety, and welfare of students. Specialists may also provide informal services following group discussions with students to ensure their health, safety, and welfare. Such follow-up shall be protected by applicable confidentiality laws. Specialists will engage School District faculty in accordance with School District policy and procedures as appropriate when the health, safety, and welfare of a student is of concern in accordance with applicable confidentiality laws. Specialists shall explain to students the importance of observing confidentiality in group sessions. Specialists shall not be liable for any disclosures by students.

d. On occasion, Specialists may be shadowed by Specialists-in-training or supervisors, who shall be subject to the same confidentiality protections stated herein. Provider shall notify School District in advance if any Specialists-in-training or supervisors will be shadowing a Specialist performing work on behalf of the School District.

3. Provider Treatment Services. A Specialist may recommend further treatment for a student, including inpatient or outpatient treatment at Provider’s facility. If the student, with or without parent consent in accordance with law, chooses to seek further treatment from Provider, Provider shall obtain appropriate, additional consents which may include consent to Provider and School District to disclose Records from the student’s participation in the SAP.

4. Training: Provider shall provide qualified Specialists and appropriately train Specialists and other staff related to SAP functions, including but not limited to the SAP Services; documenting student participation in the SAP Services in accordance with accepted standards; mandated reporting; supervision; shadowing; and applicable confidentiality laws.

RIDER TO AGREEMENT BETWEEN
RICHARD J CARON FOUNDATION ("Provider") &
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT ("District")

The Provider and the District hereby agree that the Agreement between the parties for the 2019-2020 school year 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. Qualifications. Provider represents that those individuals performing services to the District in accordance with the Agreement are qualified and permitted by law to perform such services.

B. Removal/Replacement of Provider Personnel. The District maintains the right to require the removal and replacement of an employee or agent of Provider performing services under this Agreement if Provider's agent's / employee's behavior is determined by the District to be violative of existing rules and regulations of the District in such matters as procedures, policies, and conduct, as the District may require to prevent interference with its proper operation.

C. 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. 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.

D. Confidentiality and Non-Disclosure. 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 District's Superintendent or designee.

E. Insurance. 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 an additional insured on this policy or policies. 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. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

H. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the District.

I. Use of District's Name/Logo. Provider shall not use the District's name or logo without the express written authorization of the District Superintendent.

J. Promotional Materials. 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. Non-Discrimination. 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. Governing Law. 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.

M. Notices.

1. All notices to Provider shall be considered to be properly given if sent by certified mail to the address specified below, or delivered personally to Provider.

Richard J Caron Foundation
PO BOX 150
Wernersville, PA 19565

2. All notices to the District shall be considered to be properly given if sent by certified mail to the address specified below, or delivered personally to the District.

Tredyffrin/Easttown School District
Attn: Business Manager
940 West Valley Road, Suite 1700
Wayne, PA 19087

N. Right to Know Law. 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.

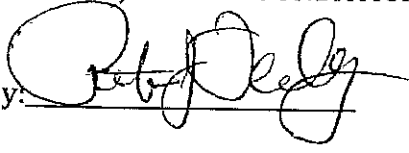
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT

By: _____ Date _____

ATTEST:

By: _____

RICHARD J CARON FOUNDATION

By:  _____ Date 6/3/19

ATTEST:

By: _____