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

Richard Gusick, Superintendent of Schools Tredyffrin/Easttown School District Conestoga High School 200 Irish Road Berwyn, PA 19312

District Web Site: www.tesd.net

November 13, 2017 Regular Board Meeting 7:30 P.M.

#### AGENDA

- I. Call to Order and Pledge to the Flag
- II. Report from Student Representatives
- III. Report from Professional Staff
- IV. Students, Staff and Program Highlights

New Eagle Elementary School Fourth Graders Serve as Student Ambassadors

New Eagle Elementary School Second Grade Students Are Kids of Character

New Eagle Elementary School Students are Eager Readers

Conestoga High School Student Group Registers 118 Voters

#### V. 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 and TENIG, the Board will accept comments from the union presidents. The Board requests that each public comment

 The agenda and materials are posted online for public information. Posted agenda information is updated as needed. <u>A date at the bottom of a page indicates revised information</u>

- 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.

- 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.

<sup>•</sup> 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.

made during this first opportunity be limited to items on the agenda. 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. If there is a large number of comments on a priority discussion topic during the first comment period, comments on that topic may be suspended until the priority discussion public comment period. Additional time is provided following any Priority Discussion/Action presentation and again at the end of the meeting for public comment on other topics. All public comments and responses must be in the spirit of civil public discourse. The Board thanks the public in advance for its cooperation.

#### VI. Priority Discussion

None.

#### VII. Committee and Ambassador Reports

A. Education - Katharine Murphy

The next meeting will be held at 5:00 p.m. on November 15, 2017, in the TEAO.

B. Facilities – Michele Burger

The next meeting will be held at 7:00 p.m. on December 5, 2017, in the TEAO.

C. Finance – Todd Kantorczyk

The next meeting will be held at 7:00 p.m. on November 14, 2017, in the TEAO.

D. Diversity - Michele Burger

The next meeting will be held at 7:00 p.m. on January 17, 2018, in the TEAO.

- E. Ad Hoc Legislative Edward Sweeney
- F. Ad Hoc Public Information Roberta Hotinski
- G. Intermediate Unit/Technical School- Scott Dorsey
- H. Policy Kevin Buraks

#### VIII. 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 October 23, 2017 Regular Board Business Meeting and the November 8, 2017 Special Board Meeting
- B. Receive Financial Reports None.
- C. Personnel
  - 1. Routine Personnel Actions

The Board will take action on routine resignations, releases, retirements, leaves, and appointments. The Board will also take action to record the names of volunteers who have served in the schools in recent weeks.

D. Curriculum and Instruction

None.

- E. Business Office
  - 1. Acceptance of Gifts

- 2. Heckendorn Shiles Architects, Ltd. Fee Proposal Infrastructure Implementation
- 3. Agreement with Heckendorn Shiles Architects, Ltd.
- 4. ARMM Associates, Inc. Fee Proposal Roof Design Proposal at Beaumont Elementary and T/E Middle Schools
- 5. ARMM Associates, Inc. Fee Proposal District-Wide Roof Survey
- F. Staff and Students
  - 1. Educational Services Agreement
  - 2. Contract with Approved Private School
- G. Transportation
  - None.
- H. School Board
  - 1. Policy Recommended for Second Reading

The Board will take action on adoption of the following policy as recommended by the Policy Committee.

• Revised Policy 6146: Student Athletics

# IX. Other Actions Under Consideration

A. Policies for First Reading

The following policies will be considered on a first reading basis as ready for adoption at the next regular Board meeting.

- 1. Repeal of Policy 6300: Adult Education, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action
- 2. Revised Policy 8020: Supplies, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action
- 3. Revised Policy 8021: Telephones, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action
- 4. Repeal of Policy 5114: Attendance Records, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action
- 5. Draft Policy 5121: Recruitment of Students by Military Recruiters, Postsecondary Education Representatives and Prospective Employers, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action
- 6. Revised Policy 5225: Student Records, First Reading
  - 1. Questions from the Board
  - 2. Comments and/or Questions from Community Members
  - 3. Board Discussion/Deliberation/Action

# X. Comments or Questions from Community Members

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

# XI. 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.

November 13, 2017 at 6:00 p.m.

Future School Board Business Meetings are scheduled for:

Monday, December 4, 2017, Reorganization/Regular Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Tuesday, January 2, 2018, Special Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, January 22, 2018, Regular Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, February 26, 2018, Regular Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

- XII. General Announcements
- XIII. Adjournment

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

November 13, 2017 Regular Board Meeting 7:30 P.M.

#### AGENDA MATERIALS

#### VIII, 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 (VIII):

- Minutes of the October 23, 2017 Regular Board Business Meeting and the November 8, 2017 Special Board Meeting
- C1. Routine Personnel Actions
- E1. Acceptance of Gifts
- E2. Heckendorn Shiles Architects, Ltd. Fee Proposal Infrastructure Implementation
- E3. Agreement with Heckendorn Shiles Architects, Ltd.
- E4. ARMM Associates, Inc. Fee Proposal Roof Design Proposal at Beaumont Elementary and T/E Middle Schools
- E5. ARMM Associates, Inc. Fee Proposal District-Wide Roof Survey
- F1. Educational Services Agreement
- F2. Contract with Approved Private School
- H1. Policy Recommended for Second Reading

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 VIII, A: Minutes of the October 23, 2017 Regular Board Business Meeting and the November 8, 2017 Special Board Meeting

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

Action Under Consideration: That the Board of School Directors approves the minutes of the October 23, 2017 Regular Board Business Meeting and the November 8, 2017 Special 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: Kevin Buraks, Michele Burger, Douglas Carlson, Scott Dorsey, Roberta Hotinski, Todd Kantorczyk, Virginia Lastner, Katharine Murphy and Edward Sweeney.

Student Representatives: Caroline Pawlow

Others in attendance:

Richard Gusick, Superintendent of Schools; Arthur J. McDonnell, Business Manager/Board Secretary; David Francella, Treasurer: Ken Roos, 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; Nancy Adams, Curriculum Supervisor; Pat Gately, Curriculum Supervisor: Amy Meisinger, Principal, Conestoga High School; Patrick Boyle, Assistant Principal, Conestoga High School; Matt Gibson, Principal, Valley Forge Middle School; Stephanie Demming, Principal, Beaumont Elementary School; Karen Whyte, Principal, New Eagle Elementary School; Jeanne Braun, Coordinator of Volunteer Services; Bob DeSipio, TEEA President and members of the press.

# Call to Order and Pledge to the Flag

#### **Report from Student Representative**

- Caroline Pawlow discussed past and upcoming events at Conestoga High School **Report from Staff** 
  - Susan McCann reported on STEAM articles.

Solicitor, Ken Roos, reviewed the procedures for public comment.

#### **Comments/Questions from Community Members:**

• Jerry Henige commented on teacher resignations.

# **Priority Discussion/Action**

None

#### **Committee and Ambassador Reports**

- A. Diversity Michele Burger
- B. Facilities Michele Burger
- C. Finance Todd Kantorczyk
- D. Education Katharine Murphy
- E. Ad Hoc Public Information Committee Roberta Hotinski
- F. Ad Hoc Legislative Edward Sweeney

- G. Policy Kevin Buraks
- H. Intermediate Unit/Technical School Scott Dorsey

# **Consent Agenda**

# Minutes of the September 25, 2017 Regular Board Business Meeting

The Board of School Directors approved the minutes of the September 25, 2017 Regular Board Business Meeting.

# **Receive Financial Reports**

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

FURTHER, that the Treasurer is authorized to pay current invoices and payroll from the General Fund not to exceed the amount of \$12,500,000.00 for the month of November.

FURTHER, that the Treasurer was authorized and therefore did pay invoices and payroll from the General Fund in the actual amount of \$16,629,074.90 for the month of September.

#### Routine Personnel Actions Resignations/Releases/Retirements

The Board of School Directors approved the following resignations/releases/retirements: Nancy Brooke, secretary "A", Valley Forge Elementary, retirement, effective 1/2/18 Marianne Cleary, supervisor of transportation, TEAO, retirement, effective 2/23/18 Sydney Monte, general kitchen worker, TEMS, resignation, effective 10/5/17 Noreen Richardson, substitute nurse, District, resignation, effective 10/17/17 Mary Joel Waterman, substitute teacher, District, resignation, effective 10/10/17 Dawn Zrebiec, substitute nurse, District, resignation, effective 10/12/17 Issuance of statement of charges against Employee # 8588, Conestoga High School, in the form presented to the Board

# **Appointments**

- The Board of School Directors approved the following appointments; changes in position and/or location: James Alfano, substitute teacher, District, effective 9/25/17
  - Lauren Baxendell-Delucce, change in FTE to (.38) general kitchen worker, Valley Forge Middle, effective 8/23/17

Nancy Caldwell, change in FTE to (.69) paraeducator, Valley Forge Elementary, effective 9/18/17 Shannon Curran, teacher, Long Term Substitute Teacher Contracts, Valley Forge Middle, salary based and prorated on an annual salary of \$61,950, effective 9/14/17 to 12/20/17 and 1/3/18 to

1/29/18\*\*

Seth Dixon, substitute teacher, District, effective 10/3/17\*

- Rushon Drayton, substitute custodian, District, at an hourly rate of \$11.78, effective 9/25/17\*
- Kirsten Firestine, after school program teacher, Valley Forge Elementary, at an hourly rate of \$28.00, effective 10/19/17
- Aubrey Griffith, substitute teacher, District, effective 10/20/17\*
- Elizabeth Grove, crossing guard, Conestoga High School, at an hourly rate of \$17.77, effective 10/17/17\*
- Christie Hatch, substitute teacher, District, effective 9/27/17\*
- Delilah Hightower, (.5) general kitchen worker, Valley Forge Elementary, at an hourly rate of \$12.13, effective 10/17/17\*
- Robin Holloway, substitute teacher, District, effective 10/5/17\*

Caitlin Kershinski, (.5) custodian, Devon Elementary, at an hourly rate of \$14.19, effective 10/2/17\* Daniel Masse, substitute teacher, District, effective 10/4/17\*

Ashlyn McElroy, teacher, change of location to Devon Elementary, effective 10/5/17

Terry Messantonio, change in FTE to (.94) cafeteria manager, effective 8/28/17

Sydney Monte, substitute general kitchen worker, District, at an hourly rate of \$11.69, effective 10/5/17

Kathleen Murphy, substitute teacher, District, effective 10/18/17\*

John Numerick, (.56) general kitchen worker, change in location to T/E Middle, effective 10/16/17 Heidi Powel, teacher, Long Term Substitute Teacher Contract, Hillside Elementary, salary based and prorated on an annual salary of \$50,250, effective 12/14/17 to 4/12/18\* \*\*

Victoria Riego De Dios, (.53) general kitchen worker, Beaumont Elementary, at an hourly rate of \$12.13, effective 10/10/17\*

Michael Stokes, substitute custodian, District, at an hourly \$11.78, effective 10/18/17\*

- \* Employment contingent upon appropriate Personnel processing and State and Federal requirements.
- \*\* Salary subject to negotiated contract with the Tredyffrin/Easttown Educational Association for 2017-18 school year.

# **Probationary Period Wage Adjustment**

The Board of School Directors approved the following wage adjustments consistent with the Collective Bargaining Agreement for the following employees who have completed their 90-day probationary period: Rita Khalaila, secretary/clerk, TEAO, effective 9/26/17

Patricia Lanahan, secretary, Conestoga High School, effective 10/10/17

#### Volunteer Report BEAUMONT ELEMENTARY SCHOOL

#### HSA Gathering

noA Gamering			
Kimberly Anthony	Kelly Bickel	Paula Cardenas	Michelle Cherny
Becky Cogswell	Katie Donnelly	Auste Joost	Lindsey Keys
Min Lubiniecki	Erin Monast	Purusha Mostoller	Peggy Myers
Courtney O'Brien	Michael Scheffer	Megan Schwartz	Kristine Toscano
Jessica Weinberg	Elena Williamson		
Kindergarten			
Audrey Allen	Jennifer Anderson	Melissa Aufiero	Shima Briggs
Michelle Cherny	Sacha Connor	Kerry Jarema	Lindsey Keys
Trish Markell	Alicia Mendicino	Erin Monast	Cathy Rains
Sara Valenti	Lindsey Weber	Jaclyn Wertheimer	
First Grade			
Annette Hadley	Claire Hadley	Rupa Joshi	Stacey LeSage
Lauren McLaughlin	Megan Riley		
Second Grade			
Michele Brown	Ana Da Costa	Leila Da Costa	Anjuli Gairola
Giulia Ghibellini	M. Catherine Lambert	Harris Vuadens	Cara Wiechecki
Third Grade			
Paula Cardenas	Kim French	Min Lubiniecki	Amy Orcutt
Erin Traineau			
Fourth Grade			
Jen Bracco	Michele Brown	Shannon Choe	Julie Crowe
Kerry Dolan	Stephanie Frederick	William Krapf	Andrea Krick
Stacey LeSage	Colleen Mahoney	Ashley Meyers	Julia Morrill
Amy Orcutt	Lian Qian	Christine Singley	Victoria Stagnaro
Library			
Michelle Moua	Pikk Nga		
Walking Club			

Kathleen Bendernagel Sacha Connor Jassamine Harris Claudette McCarron Pikk Nga	Michele Brown Megan Doble Tricia Jackson Ann McCarthy Magan Pilato	Paula Cardenas Katie Donnelly Amanda Kaune Lauren McLaughlin Suzanne Pugh	Stacy Chong Stephanie Frederick Stacey LeSage Peggy Myers Erin Traineau
Health Screening			
Jen Bracco	Valerie Cheng	Megan Doble	Nadia Gerard
Amanda Kaune	Lauren McLaughlin	Michelle Moua	
Chess Club			
Jen Bracco	Paula Cardenas	Stacy Chong	Katharine Mayer
Erin Muhly	Ann McCarthy	Elizabeth Patterson	Jessica Weinberg
MASH			
Julia Morrill	Sara Valenti	Cara Wiechecki	
DEVON ELEMENTARY SCHOOL			
Beautification			
Shweta Sivaraman			
Box Tops			
Linda Huffman			
Charleston Gift Wrap			
Kate Farabaugh			
Communications			
Wendy Cook	Michele Seeger		
Cultural Arts			
Christina Arnault	Mary Ellen O'Donnell		
Directory			
Marisa Campbell	Megan Hillier	Kim Sylvester	
Health Screenings			
Lindsey Wisch			
Library			
Lauren Amjed	Beth Fogarty	Priscilla Futema	Jennifer Lara
Robert Lawson	Cathy Rains	Nikole Salata	
Little Cypress Elementary			
School			
Christina Arnault	Christa Bialka	Jen Gallagher	Lindsay Hagerman
Christine Jones	Raquel Murphy	Kelly Myers	Mary Ellen O'Donnell
Mother/Son Movie Night		De else Osserels e e	
Amy Fatz School Store	Kara McMahon	Becky Ormsbee	
Linda Huffman			
Spirit Wear Gaby Evers	Kate Miller		
HILLSIDE ELEMENTARY SCHOOL			
Kindergarten VIP Visitor			
Tiffany Kahan			
First Grade Mystery Reader			
Peggy Dudrick	Mark Friel	Caitlyn King	Laura Mills
Ozge Yeniay			
Library			

Cosette Elliott	Kathy Gribb	Collong Kannady	Christin King
Laura Mills	Kathy Gribb Catherine Munch	Collene Kennedy Amy Rosenstein	Christin King Nicole Scherer
		Stacy Warkentine	NICOle Scherel
Faiza Tariq Redecorating after Paint	Pia Twomey		
-	-	Pashika Sananathy	Daiu Sananathy
Christin King VALLEY FORGE ELEMENT	Kelcey King	Rashika Senapathy	Raju Senapathy
SCHOOL			
Cafeteria			
Lauren Doran	Amanda Ivory	Tracy Scully	
Lobby			
Heather Mc Connell			
Miscellaneous			
Stacy Albert	Geisa Arnold	Heather Bittenbender	Emily Carteen
Peiti Choi	Carli DiFabio	Melissa Fanelli	Jenny Ham-Roberts
Sarah Humbarger	Amanda Ivory	Melissa Keene	Anne Luba
Simmer Marcelli	Ann Marie Marburg	Heather Mc Connell	Susan Mc Gowan
Christine Miller	Tu Phuong Ng	Yunjin No	Shalin Patel
Moji Pour	Allison Richardson	Andrea Sau	Julia Soura
Sarah Suriano	Caren Trudel		
Library			
Stacy Albert	Heather Bittenbender	Emily Brunner	Eva Case-Issakov
Tarin Cataldo	Laura De Jong	Alexis DiLullo	Lauren Doran
Katherine Forester	Jenny Ham-Roberts	Heather Hill	Amanda Ivory
Kamila Jodzio	Melissa Keene	Agnes Kent	Chulani
		-	Kudalugodaarachchi
Ann Marie Marburg	Heather Mc Connell	Susan Mc Gowan	Christine Miller
Jo-Anna Novelli	Tina Parson	Phyllis Reid	Allison Richardson
Jon Rust	Andrea Sau	Linda Schubert	Julia Soura
Beth Stanfield	Brooke Stein	Jaclyn Wahlers	Brooks White
Patricia Willcox	Doug Wilson	Kristen Wright	Fanny Yuliana
Publishing Center			
Tarin Cataldo	Brooks White	Elayne Schmidt	
Music			
Tiffany Leong			
School Store			
Tara Karbiner	Amanda Ivory	Amanda Meyer	Beth Stanfield
Brooke Stein			
Executive Board			
Stacy Albert	Emily Carteen	Tarin Cataldo	Erika Dawson
Alexis DiLullo	Davie Greger	Shilpa Gupta	Amanda Ivory
Kim Kerns	Simmer Marcelli	Angel Mc Aveney	Heather Mc Connell
Susan Mc Gowan	Rujuta Mandelia	Adrienne Miller	Amanda Mlinar
Alison Murray	Julia Soura	Beth Stanfield	Brooks White
T/E MIDDLE SCHOOL			
School Store	Obviotione De-Invitte	Amy Diharaash	Kolly District
Christina Arnault	Christine Beckwith	Amy Biborosch	Kelly Bickel
Heather Burton	Rebecca Caldwell	Marla Carson	Laura Chambers
Karen Close	Wendy Cook	Annie Detwiler	Mimi Gorman

Liz Hardy	Tracy Hughes	Kate Kilgarriff	Catherine Kunsch
Min Lubiniecki	Michele Lynch	Kathleen Meaney	Wendy Mercaldo
Kim Niles	Sandy Nissenbaum	Barbara Todd	Katharine Vanderau
	•		Kallianne vanuerau
Katrina Von Hoyer	Maggie Yates	Gita Young	
Health Screening			
Kara Frech	Victoria Stagnaro		
Art Studio			
Courtenay Homan	Rita Thompson		
Chaperones "Welcome Back			
Dance"			
Susan Cantando	Lisa D'Arcy	Debra Ridder	Maureen Sloan
CONESTOGA HIGH SCHOOL			
Homecoming			
Carol Abele	Michael Abele	Elizabeth Alleyne	Marianne Anestad
Mindy Bernstein	Jason Borrelli	Shelly Braman	Jane Cheng
Sharon Chung	Karen Cox	Paul Czubryt	Matthew Delaney
Stephanie Demming	Kerry Dolan	Kim French	Jennifer Fryberger
Arthy Goyal	Julie Hernster	Anupama Kopri	Katherine Mc Govern
Hyon-Mi Meall	Carla Morrone	Cynthia Overton	Marisol Perez
Lori Piccone	Partha Ray	G Grant Russian	Jenny Russian
Leslie Seibel	Diane Sirull	Francis Sudall	Suzie Tang
Judimarie Thomas			
Comparative Literature			
Field Trip			
Susan Bennett	Mimi Hugo	Margaret Mac Kenzie	David Williams
Main Office			
Amy Buck	Tracy Castelli	Trish Connell	June Di Dario
Judith Dunn	Karen Friedman	Susan Huck	Heidi Lou Mallott
Cindy Sillhart	Erin Shine		
Student Services			
Barbara Bashe	Susan Hirshman	Margaret Mac Kenzie	Jane Martin
Kristy Moesler	Carol Overend	Sarah Regan	Jennifer Roessler
Jeanne Swope	Karen Williams		
Attendance Office			
Melanie Bradish	Suzanne Emerson	Bethann Jakoboski	Marina Lazaratou- Polychronopoulos
Jill Semmer	Shihong Sheng	Cindy Sillhart	Michelle Stevenson
Karen Vadner	0 0	,	
Achievement Center			
Carol Abele	Kristine Adams	Margaret Auslander	Mindy Bernstein
Tracy Castelli	Laura Chambers	Joanne Howarth	Donna Hutchinson Lang
Audrey Kese	Mike Mc Fadden	Shihong Sheng	Tina Whitlow
		0 - 0	

# Athletic and Non-Athletic Position Recommendations for the 2017-2018 School Year

The Board of School Directors confirmed the administrative recommendations for the athletic and nonathletic positions for the fall season of the 2017-2018 school year at the stipends set forth in the attached list:

<u>School</u>	<u>Sport</u>	<b>Employee</b>	<u>Step</u>	<u>Stipend</u>
VFMS	Football-weight	Andrew Guy	1	\$3,138.00
CHS	TV Studio Position 2	Alison Ferriola	1	\$2,000.00
CHS	Website Manager #1	Brooke Eidell	1	\$1,405.00

CHS	Philosophy Club & Ethics Bowl	John Koenig	1	\$252.50
CHS	Philosophy Club & Ethics Bowl	Katie Buckley	1	\$252.50
CHS	Piodanco	Laureen Stohrer	1	\$1,010.00
CHS	Scheduling Assistant	William Dewees	1	\$1,515.00
CHS	Senior Class Advisor #1	Tricia Ebarvia	1	\$2,654.00
CHS	REACH	James Moran	1	\$1,515.00
TEMS	Communication Coordinator	Keith Nunnelee	1	\$945.33
TEMS	Jazz Band #1	Michael Stefano	1	\$1,483.00

# Contracted Services for the 2017-2018 School Year

The Board of School Directors approved the following vendors to provide services to students during the 2017-2018 school year.

Contractor	Description of Work	Rates
CPS Professional Services, LLC	Investigative Services	Updated Rate of \$125 per hour
Heckendorn Shiles Architects	Architectural Project Management Services and Interior Design	Administration Rate of \$83.20 per hour
Rebecca Kennedy Lorenzini	Professional Development for Faculty In-Service	Travel expenses
Mirmont Outpatient Center (previously Mainline American Day Educational Services)	Educational Services	\$35.00 per hour
Wendy Pfeffer	Professional Development Faculty In-Service	\$1,400 per day
Child Guidance Resource Center	Social Skills	\$65 per hour

# Acceptance of Gifts

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

- 2 clothing racks donated by Shannon & Forrest Hansen to the Conestoga High School Drama Department.
- 85 novels donated by the Easttown Library to the T/E and Valley Forge Middle Schools classroom libraries valued at \$85.00.
- A diamond head DU-107 ukulele donated by Mrs. Stephanie Thibault to the Devon Elementary School Music Department valued at \$26.00.
- Football practice jerseys donated by an anonymous donor to the Valley Forge Middle School valued at \$555.00.

# Change Orders

The Board of School Directors approved the following change orders:

#### Synthetic Turf Replacement at Teamer Field:

GC-1 Athletic Fields of Athenica, Inc. Credit (\$10,500.)	GC-1	Athletic Fields of America, Inc.	Credit (\$16,500.00
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#### VCT Floor Reconditioning & Replacement at CHS:

GC-1 Continental Flooring Company Credit (\$11,332.80)

The Facilities Committee met on Monday, October 10, 2017 and reviewed the above change orders and recommends same to the full Board for approval.

# Approval of Transfer to Capital Reserve Fund

The Board of School Directors approved the transfer of \$650,000 from the General Fund to the Capital Reserve Fund for the 2016-2017 year.

# **Crossing Guard Agreement**

The Board of School Directors approved an agreement with Easttown Township to resolve any and all alleged outstanding obligations of both parties under the July 11, 2007 letter of understanding with respect to crossing guards through the date of execution of this Agreement, and simultaneously rescind the provisions of such letter of understanding relating to crossing guards as of the date of this Agreement.

The Board further requested Easttown Township to pass an ordinance authorizing the District to assume the hiring and oversight of school crossing guards pursuant to 53 P.S. 66915.

#### **Upper Main Line YMCA Rental Contract**

The Board of School Directors approved a rental contract between Conestoga High School and Upper Main Line YMCA for the use of its pool for the high school swim team for a total of \$13,165.

# **Educational Services Agreement**

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 2017 Extended School Year from June 15, 2017 through August 27, 2017 at a total cost not to exceed \$6,165.

# Agreement with CCRN

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

# Agreement with Monroe Operations d/b/a Center for Families

The Board of School Directors approved an agreement between the Tredyffrin/Easttown School District and Monroe Operations d/b/a Center for Families to provide educational and related services to students for the 2017-2018 school year.

#### Policies Recommended for Second Reading

The Board of School Directors adopted the following draft/revised policies:

- Draft Policy 1126: Website Accessibility
- Revised Policy 4030: Appointment of Employees and Required Certifications
- Revised Policy 4035: Dress and Appearance
- Revised Policy 5436: Reporting Suspected Child Abuse

Scott Dorsey moved, then the motion was seconded, that the Board of School Directors approve the consent agenda. The motion passed 9-0.

#### **Other Actions Under Consideration**

#### 2018-2019 Instructional Calendar Memorandum of Understanding and Resolution

The Board of School Directors approved the Memorandum of Understanding (MOU) between the Tredyffrin/Easttown School District and the Tredyffrin/Easttown Education Association. This MOU designates August 22, 2018 as the earliest first day for returning teachers for the 2018-2019 school year.

The Board of School Directors adopted the resolution which sets the instructional calendar for the 2018-2019 school year and designates Section 1502 and Act 80 days as part of the approved calendar.

#### Comments/Questions from the Board:

• Michele Burger commented on student days.

#### **Comments/Questions from Community Members:**

• Doug Anestad commented on student days.

Virginia Lastner moved, then the motion was seconded, that the Board of School Directors approve 2018-2019 Instructional Calendar Memorandum of Understanding and Resolution. The motion passed 9-0.

# Revised Policy 6146, Student Athletics, First Reading

The Board of School Directors approved the Revised Policy 6146: Student Athletics, on a first reading basis, as ready for adoption at the next regular meeting.

#### 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 6146: Student Athletics. The motion passed 9-0.

#### **November Election Ballot Question**

The Board discussed the Proposed Constitutional Amendment on the November elections ballot and agreed that approval of the amendment would not benefit the District.

#### **Comments/Questions from Community Members:**

- Jerry Henige commented on the November election ballot question and Senate Bill 2.
- Cindy Verguldi commented on the Facilities Committee Meeting.
- Doug Anestad commented on the November election ballot question.

#### Information

#### School Board Meetings

Ken Roos, the District solicitor, stated that there were two executive session since the last Board meeting. Board members discussed collective bargaining, confidential personnel matters and pending labor grievances.

October 10, 2017 at 9:30 pm October 23, 2017 at 6:00 pm

Future School Board Business Meetings:

Wednesday, November 8, 2017, Special Board Business Meeting – 7:30 p.m. at Valley Forge Middle School, 105 W. Walker Road, Wayne

Monday, November 13, 2017, Regular Board Business Meeting - 7:30 pm at Conestoga High School, 200 Irish Road, Berwyn

Monday, December 4, 2017, Regular Board Business Meeting - 7:30 pm at Conestoga High School, 200 Irish Road, Berwyn

Tuesday, January 2, 2018, Special Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

#### English as a Second Language Students Participation in Fall Activities

The meeting was adjourned 9:27 pm.

Submitted by

Arthur J. McDonnell Board Secretary

(minutes prepared by M. Durante)

The Tredyffrin/Easttown Board of School Directors met in special session on the above date at Valley Forge Middle School, 105 West Walker Road, Wayne, PA.

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**Members present:** Kevin Buraks, Michele Burger, Douglas Carlson, Scott Dorsey, Roberta Hotinski, Todd Kantorczyk, Virginia Lastner, Katharine Murphy and Edward Sweeney.

# Others in attendance:

Richard Gusick, Superintendent of Schools; Arthur J. McDonnell, Business Manager/Board Secretary; David Francella, Treasurer; Jeffrey Sultanik, 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; Nancy Adams, Curriculum Supervisor; Pat Gately, Curriculum Supervisor; Michele Staves, Curriculum Supervisor Amy Meisinger, Principal, Conestoga High School; Matt Gibson, Principal, Valley Forge Middle School: Jeanne Braun. Coordinator of Volunteer Services: Bob DeSipio, TEEA President and members of the press.

# Call to Order and Pledge to the Flag

Public Comment None.

# **Priority Discussion/Action: Fact Finder's Report**

Doug Carlson acknowledged that we are only able to reach this point after extraordinary commitment on the part of the full Board, District personnel, and the leadership team of the TEEA. Thank you for all your dedication.

Jeffrey Sultanik, Labor Counsel for the District, provided an overview of the negotiations process between the Tredyffrin/Easttown Education Association and the Tredyffrin/Easttown School District.

# Call for the Motion, Deliberation and Board Action

Scott Dorsey moved, then the motion was seconded, that the Board of School Directors for the Tredyffrin/Easttown School District rejects the Act 88 Fact-finder's report dated October 30, 2017, in the Matter of Fact-finding between the Tredyffrin/Easttown Education Association and the Tredyffrin/Easttown School District, Case No. ACT 88-17-29-E and approves the tentative agreement between the Tredyffrin/Easttown Education Association and the Tredyffrin/Easttown Education Association Associa

Rich Gusick, Superintendent of Schools, Art McDonnell, Business Manager/Board Secretary and Jeanne Pocalyko, Director of Human Resources presented an analysis of the tentative agreement between the Tredyffrin/Easttown School District and the Tredyffrin/Easttown Education Association.

# **Board Comment**

Virginia Lastner commented in support of the tentative agreement. Scott Dorsey commented in support of the tentative agreement. Roberta Hotinski commented in support of the tentative agreement. Ed Sweeney commented in support of the tentative agreement.

# DRAFT PENDING BOARD APPROVAL

# Public Comment

Ray Clarke commented on the tentative agreement. Thomas Hughes commented on the tentative agreement.

#### **Board Comment**

Kevin Buraks commented in support of the tentative agreement. Todd Kantorczyk commented in support of the tentative agreement.

President Carlson asked Art McDonnell to perform a roll call vote:

Ed Sweeney: Yes Roberta Hotinski: Yes Kevin Buraks: Yes Michele Burger: Yes Todd Kantorczyk: Yes Kate Murphy: Yes Virginia Lastner: Yes Scott Dorsey: Yes Doug Carlson: Yes

The motion passed 9-0.

Public Comment

None.

#### **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.

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November 2, 2017, 6:30 pm

# Future School Board Meetings are scheduled for:

Monday, November 13, 2017, Regular Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Monday, December 4, 2017, Reorganization/Regular Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

Tuesday, January 2, 2018, Special Board Business Meeting – 7:30 p.m. at Conestoga High School, 200 Irish Road, Berwyn

#### Adjournment

The meeting was adjourned at 8:30 pm.

Submitted by

Arthur J. McDonnell Board Secretary

(minutes prepared by M. Durante)

#### **Consent VIII, C, 1: Routine Personnel Actions**

#### VIA: Jeanne Pocalyko, Director of Human Resources

#### 1. <u>Resignations/Releases/Retirements</u>

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

Kyle Boyer, teacher, Valley Forge Middle, resignation, effective 12/1/17

Diane Jordan, general kitchen worker, T/E Middle, resignation, effective 11/6/17

Peggy Jackson, general kitchen worker, Valley Forge Elementary, resignation, effective 9/20/17

Honey Torretti, paraeducator, Valley Forge Middle, resignation, effective 11/21/17

Haleigh Williams, long term substitute teacher, Valley Forge Middle, resignation, effective 12/5/17

#### 2. Leave of Absence in Accordance with Policies 4200; 4220; 4600

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

Heather O'Connor, teacher, Valley Forge Middle, unpaid leave, effective 12/22/17 to 1/29/18

#### 3. <u>Appointments</u>

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

John Benci, substitute teacher, District, effective 10/26/17\*

Shannon Curran, teacher, Long Term Substitute Contract Extension, Valley Forge Middle, salary based and prorated on an annual salary of \$62,260, effective 1/3/18 to 6/30/18

Rebecca Daly, substitute teacher, District, effective 11/1/17\*

Beth Davison, media specialist, Temporary Professional Employee Contract, Valley Forge Middle, salary based and prorated on an annual salary of \$83,093, effective 12/4/17

Mary Devereaux, substitute teacher, District, effective 11/8/17\*

Seth Dixon, teacher, Long Term Substitute Teacher Contract, Conestoga High, salary based and prorated on an annual salary of \$50,250, effective 10/24/17 to 6/30/18 \*\*

Lucia Fleitas, substitute custodian, District, at an hourly rate of \$11.78, effective 11/1/17

Richard Graham, (.5) FTE crossing guard, Conestoga High, at an hourly rate of \$17.77, effective 10/20/17\*

Allison Inch, teacher, Long Term Substitute Teacher Contract Extension, T/E Middle, salary based and prorated on an annual salary of \$50,501, effective 11/9/17 to 6/30/18

Daniel Kincade, teacher, Long Term Substitute Teacher Contract Extension, Valley Forge Middle, salary based and prorated on an annual salary of \$50,501, effective 12/5/17 to 1/29/18

Devon Lanin, substitute teacher, District, effective 11/3/17\*

Charles Mittnach, temporary reading paraprofessional, Conestoga High, at an hourly rate of 19.19, effective 11/1/17 to 12/7/17

Philip Munger, teacher, Long Term Substitute Teacher Contract Extension, Beaumont Elementary, salary based and prorated on an annual salary of \$51,356, effective 11/13/17 to 6/30/18

Meghan Myers, secretary "A", Valley Forge Middle, at an hourly rate of \$20.35, effective 11/6/17\*

Danielle Wenzel, teacher, Long Term Substitute Teacher Contract Extension, T/E Middle, salary based and prorated on an annual salary of \$54,699, effective 11/13/17 to 6/30/18\*\*

- \* Employment contingent upon appropriate Personnel processing and State and Federal requirements.
- \*\* Salary subject to negotiated contract with the Tredyffrin/Easttown Educational Association for 2017-18 school year.

#### 4. Probationary Period Wage Adjustment

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

Lisamarie Nash, secretary, Maintenance, effective 10/21/17

Marie Sarvas, secretary, T/E Middle, effective 11/1/17

5. Volunteer Report

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

#### **BEAUMONT ELEMENTARY** SCHOOL

#### **Book Fair**

Kelly BickelMMichelle ChernyJAmanda KauneSAlicia MendicinoH

Michele Bolton Julie Crowe Sarah Kenneck Erin Monast Shima Briggs Katie Donnelly Leah LeComte Melissa Morgan

Paula Cardenas Auste Joost Colleen Mahoney Julia Morrill

Peggy Myers	Patricia Neeb	Courtney O'Brien	Autumn O'Reilly
Melissa Park	Magan Pilato	Cathy Rains	Jessica Weinberg
Brian Wilkerson	Christine Wilkerson	Elena Williamson	
Kindergarten Pumpkin			
Extravaganza			
Amy Akins	Melissa Aufiero	Ryan Bass	Katie Baumer
Dimitra Bottos	Shima Briggs	Deidre Cervini	Julie Cervini
Marnia Cortes	Ali Dogan	Stacy Euler	Audrey Fugaro
Carey Gillis	Vaibhav Katkade	Lindsey Keys	Alicia Mendicino
Erin Monast	Ashley Suchecki		
First Grade			
Ben Hardy	Jassamine Harris	Andrea Krick	Chris Pilato
Cheryl Quintanilla	Georgia Rios	Jill Rios	
Second Grade			
Jen Bracco	Oswaldo Bracco	Michelle Cherny	Katie Donnelly
Michael Donnelly	Leslie Elliott	Liz Hardy	Scott McCarthy
Katharine Murphy	Tosin Omolewu	Mark Toscano	
Third Grade			
Claudette McCarron	Autumn O'Reilly		
Library			
Julie Cervini	Kim French	Pikk Haas	Leigh Martin
Michelle Moua			
Walking Club			
Kathleen Bendernagel	Katie Donnelly	Jassamine Harris	Tricia Jackson
Amanda Kaune	Michelle Moua	Ashley Myers	Patricia Neeb
Chess Club			
Jen Bracco	Paula Cardenas	Min Lubiniecki	Kate Mayer
Ann McCarthy	Erin Muhly	Liz Patterson	Jessica Weinberg
MASH			
Julia Morrill	Sara Valenti	Cara Wiechecki	
Halloween Kindergarten			
Kelly Bickel	Julie Cervini	Courtney Cavanagh	Rocio Encarnacion
Stacy Euler	Audrey Fugaro	Katharine Murphy	Agita Olah
Cathy Rains	Sara Valenti	Lindsey Weber	
Halloween First Grade			
Maria Amaro	Miguel Amaro	Richard Biborosch	Colleen Brawn
Albert Brawn	Elisa Campos	James D'Andrea	Christopher Dente
Ghada Ghabra	Sue Gillen	Mark Gillen	Carey Gillis
Auste Joost	Rupa Joshi	Weiwei Lei	Lauren Lewis
Joshua Mayer	Kate Mayer	Lauren McLaughlin	Julia Morrill
Michael Neeb	Patricia Neeb	Vanessa Norris	Magan Pilato
Chris Pilato	Laura Reilly	Jill Rios	Valerie Riuli
Peggy Roach	Lisa Schwarcz	Caroline Small	Hui Wang
Sin Kei Yeung	Qun Zhang		č
Halloween Second Grade			

20

Kimberly Anthony Katie Donnelly Min Lubiniecki Liz Patterson Halloween Third Grade Yoko Ameriks Paula Cardenas Rebecca Green Jennifer Hinderliter **Birgit Lueders** Jennifer Shields Halloween Fourth Grade Amy Biborosch Li Da Colleen Mahoney Cara Wiechecki **DEVON ELEMENTARY** SCHOOL **Book Bistro** Vanessa Capell Sarah Grossman Tara Leamon Marci Popielarski Tara Ryan Fall Festival Eva Airiau Kim Brightman Ashley Chen Anina David Amy Fatz Amanda Forcine Brooke Goldstein **Beth Hixson** Rachel Hunt Claire Kennedy Christina Lee Pamela Matzinger Boden Miller Kelly Neary John Richardson Lisa Schreiber Adam Soong Forde Todd Linda Webster **Library Aides** 

Jen Bacani Leslie Elliott Ann McCarthy Anna Schnug

Alicia Asselta Molly Dagit Liz Hardy Amanda Kaune Kate Mayer Gina Urbina

Katie Brown Kim French Susan Meyer

Meg Cranford Christine He Cheryl Lutz Ruth Pulliam Jill Stanulis

Claire Arnault Kathy Carbo Jean Cheng Erin Derham Tracy Fauls Lauren Forman Gail Goulet Diane Hoey Tricia Jennings Alexander Krapels Katherine Lee Wendy Mercaldo Kara Mikita Anjali Patel Tave Richardson Noah Seeger Lucie Soong Mike Viola Lindsey Wisch

Damitra Bottos Jina Jang Ashley Meyers Jessica Sugalski

Kathleen Bendernagel Jeanne Dechiaro Tara Hedlund Isabel Lip Peggy Myers

Michelle Cherny Tricia Jackson Courtney O'Brien

Beth Fogarty Jacquelyn Henry Halie O'Shea Karthika Ramasamy Lindsey Wisch

**Emily Bernstein** Kim Carr Monica Contrisciano Madhavi Dommata Kristen Fitzgerald Kate Friel Christine He Karen Huang **Christine Jones** Emma Krapels Jeff Leonata Lori Messina Shilpa Mishra Vasavi Pothula Jacy Rider Anatasia Sharipova **Emily Spring** Tracy Viola Andrew Yao

Ana Da Costa Lindsey Keys Tosin Omolewu Mijung Vuadens

Jen Bracco Zhishuang Dong Lisa Hickey Changzheng Liu Donna Schiano

Stacey Chong Bao-Li Loza Erin Traineau

Jen Gallagher Jennifer Lara Kevin O'Shea Jacy Rider Amanda Wollick

Jeff Breault Jen Cavanaugh Meredith Cumby Vilma Drozdovas Beth Fogarty Scott Goldman Samantha Hewitt Linda Huffman Melissa Keesey Sarah Krapels Amanda McClendon Benner Miller Kelly Myers Tracy Przybylowski Nikole Salata Gabriela Snyder Barbara Todd Angi Wang

November 13, 2017

Louron Amiad	Joalan Durkin	Dath Eaganty	Priscilla Futema
Lauren Amjed Irene Kim	Jaclyn Durkin Jennifer Lara	Beth Fogarty Bob Lawler	
		Kiki Sizelove	Lara Penny
Cathy Rains	Nikole Salata	Kiki Sizelove	Wendy Smith
Mileage Club	Christs Diallas	Vin Drichtman	Wender Cool
Nabila Babouche	Christa Bialka	Kim Brightman	Wendy Cook
Meredith Cumby	Vilma Drozdovas	Jeong Duffy	Gaby Evers
Beth Fogarty	Kari Forcine	Lauren Forman	Brooke Goldstein
Edward Goldstein	Lindsay Hagerman	Matt Hagerman	Kristin Hansen
Amy Hewitt	Beth Hixson	Tricia Jennings	Bethany Leggette
Teresa Leggette	Michael Liu	Margot McGinley	Lori Messina
Joanna Morrissey	Katja Myers	Kelly Myers	Jeff Olderman
Halie O'Shea	Kathleen Petrulich	Brendan Reilly	Julie Reynolds
Nikole Salata	Eleonora San Juan	Carrie Sarmento	Shweta Sivaraman
Jeremy Sowers	Doug Sweet	Kim Sylvester	Barbara Todd
Anna Umsted	Natashya Udzella	Mike Venneri	Mike Viola
Tracy Viola	Maggie Yates		
Third Grade Class Trip			
Heather Burton	Amy Cava	Soo Lee	Terri Mac Donald
Cathy Rains	Nikole Salata	Lisa Schreiber	Shweta Sivaraman
Kim Sylvester	Meg Taft	Joe Toscano	Linda Webster
HILLSIDE ELEMENTARY SCHOOL			
Kindergarten Mystery			
Reader			
Walter Bowen	Anna DiDara	Andrew Elkin	Courtney Mollica
Jackie Moroz	Daniel Robl	Sarah Young	
Kindergarten Field Trip			
Brooke Choate	Kim Conrad	Claire Gallagher	Katie Lusch
Kristen Mc Kenzie	Matthew Mc Shane	Courtney Mollica	Jenna O'Nell
Emily Phelan	Kristin Regan	Christen Rems	Kristen Weetenkamp
Halloween Party			
Jessica Brecker	Laura Bruce	Lise Butler	Brooke Choate
Theresa Estrada	Brian Kennedy	Katie Lusch	Amalia Mc Shane
Arthi Mothe	Emily Phelan	Kristin Regan	Maria Secchi
Sarah Staats	Nigel Stern	Kristen Weetenkamp	Sarah Young
First Grade Mystery Reader			
Alicia Camara	Lourdes Campos Cruz	Christine Kim	Christin King
Alison Kistler	Lily Siravo	Joshua Sontag	Jonathan Withers
TJ Yao			
Filed Trip Chaperones			
Molly Bogan	Liz Brown	Suchismita Chatterjee	Jamie Barnett Gallagher
Karole Hamill	Kolja Hanke	Karen Jackson	Kelcey King
Morgan Long	Courtney Mollica	Shannon Murtaugh	
Halloween Party	•	U	
Lily Adler	Lauren Allred	Sanjoy Biswas	Elisabeth Boeynaems
		5.5	

Liz Brown	Kelly Daly	Preeti Gupta	Natalie Hoffman
Tracy Johnson	Connie Lai	Kristen Pastor	Kelly Ploszay
Alison Smith	Kristen Wik	Xheng Xu	Yun Kee Yu
Second Grade Scarecrow			
Day			
Nelvia Baker	Erin Baracco	Jeanette Brown	Christina Carberry
John Carberry	Sangeeta Chaudhuri	Qian Chen	Andrew Conrad
Kim Conrad	Dana Cook	Cherie Cremer	Monica Dimitri
Claire Gallagher	Jami Barnett Gallagher	Amy Haenn	Devon Harris
Mary Harrity	Marcea Hummel	Nathan Ingram	Kirsten Larson
Jae Lee	Diana McCulley	Kirsten Mac Farland	Maura Marley
Sara Marvin	Jennifer Mc Kenzie	Jenna O'Nell	Leah Raup
Kristin Regan	Amy Rosenstein	Catherine Roundy	Xiaomei Shao
Vidya Shettar	Kerry Sophocles	Maureen Sweet	Beverly Todor
Holly Tomlinson	Savitri Vaidhyanathan	Evelyn Valdivieso	Rachel Walker
Sarah Windlow	Eric Zhang		
Second Grade Halloween			
Party			
Erin Baracco	Cherie Cremer	Steph DeLuca	Monica Dimitri
Maureen Engle	Gina Fredericks	Amy Haenn	Craig Kampes
Luann Ljubic	Sarah Malstrom	Mary Mc Gonigle	Leah Raup
Melissa Romano	Tricia Scudder	Hongmei Olivia Yang	
Third Grade Halloween			
Party			
Jane Balsan	Laura Bruce	Brooke Choate	Collene Kennedy
Karen McKelvey	Florence Mehlmann	Christen Rems	Spencer Rhodes
Amy Roseland	Maryann Staszak		
Fourth Grade Halloween			
Party			
Colleen Bauer	Tricia Brader	Colleen Flesher	Karen Jackson
Patricia Livingston	Kristen Mc Kenzie	Julianne Peck	Donna Sauder
Ji Yun Seo	Gayle Snyder	Marie Sung	Kate Walker
Dana Zdancewicz			
Library			
Alicia Camara	Sangeeta Chaudhuri	Joyce Decker	Cosette Elliott
Maureen Engle	Kathy Gribb	Hena Karmakar	Colleen Kennedy
Kate Kilgariff	Christin King	Laura Mills	Cathy Munch
Amanda Quinn	Amy Rosenstein	Nicole Scherer	Faiza Tariq
Pia Twomey	Stacy Warkentine	Jon Withers	Katie Yu
<b>PTO Book Fair Readers</b>			
Maureen Boyd	Shannon David	Maura Harley	Devon Harris
Karen Jackson	Jodi Kerr	Lianne Lofgren	Katie Lusch
	Kirsten MacFarland	Laura Mills	Arthi Mothe
Emily Martin	Tensten Maer arfand		
Emily Martin Jackie Moroz	Kusuma Muglurmath	Kristin Regan	Donna Sauder

# NEW EAGLE ELEMENTARY SCHOOL

#### Library

Lindsay Belzer Ana Heras-Castillo Alison Dyer Andria Kaskey Amanda Laskowski Larissa Mott Amy Roberts Jane Tsai Jennifer Zebro

#### **Classroom Volunteers**

Carolyn Armstrong Michael Boschi Amanda Bruno Kristin Ciccarelli Kym Denk Julie Faith Wendy Gao Anjali Gupta Stephanie Kline Anthony Marozsan Kate Messinger May O'Keeffe Amiee Quinn Shauna Scharf Kristi Solarz Kim Szwech Alison Vachris Julie Williams Zhenbin Zhang VALLEY FORGE

# ELEMENTARY SCHOOL

Lauren Doran

Miscellaneous Stacy Albert

Heather Mc Connell

Heather Bittenbender

**Emily Brunner** 

Eva Case-Issakov

**Claire DeCurtis** 

Alexis DiLullo

Cafeteria

Lobby

Monica Church Julie Gaul Christi Kenney Sharon Levitch Brooke Nepereny Sylvia Ryland Alison Vachris Ann Zhang

Lucy Bennett

Julie Barnes Lisa Marie Boschi Ana Heras-Castillo Jenny Choi Alison Dyer Michelle Fleitas Susie Geib Shannon Hansen Ali Kresge Tara Martin Jingjie Mo Aly Oswald Tiff Roibu Natalie Seminole Pyroja Sulaiman Amy Terlecki Kate Vasudevan Maureen Williams Steve Zackrison

Alicia Bond Stephanie Crill Sarah Gawthrop Stephanie Kline Mary Sue Mansfield Cheryl Paes Deepali Schwarz Fern Van Hise

Ashley Bonelli Christy Bosler Kara Charbonneau Monica Church Genevieve Edwards Jennifer Frazer Meredith Gibson Kathleen Johnson Nick Maio Maria Martinelli Amy Norcini Joanna Patterson Andrea Rothbart Saloni Sharma **Emily Summers** Daniel Troppello Heather Waslin Bindu Wong

November 13, 2017

Sara Boye Carol DiBari Susan Huey Kim Kontes Suzanne McAllister Amiee Quinn Kim Szwech Lois Worton

Phil Bonelli Sara Bove Lei Chen Suzanne Cronley Janine Evers Ketan Gangal Beth Goldwater Karen Jordan Pam Maio Melissa McLaughlin Kristie Nunez James Pettia Nicole Sanfillippo Shellie Smiley Lynne Sundblad Julie Troppello Amy Wildey Pete Wong

Amanda Ivory

Kim Aquilante Tara Boland Bridget Burkert Tarin Cataldo Laura DeJong Lauren Doran Tracy Scully

Geisa Arnold Lisa Boyer Kevin Burkert Peiti Choi Kristin DePolo Deborah Frutos-Smith Lily Arruda Andrea Brennan Emily Carteen Sara Cole Carli DiFabio Ellen Galka

Giulia Ghibellini	Michelle Grimes	Shilpa Gupta	Jessica Graves
Jenny Ham-Roberts	Maren Hefler	Liz Hoffman	Kara Holmes
Sarah Humbarger	Amanda Ivory	Ralph Ivory	Michelle Iwachiw
Richard Joers	Amy Kline	Shannon Korff	Kristen Krebs
Catherine Ku	Leslie Large	Claire Lartigue	Zi-Ninn Lee
Yudong Liu	Jamie Lynch	Amanda Macielinski	Aida Malik
Heather Manifold	Ann Marie Marburg	Josie Masella	Ashley May Nelson
Angel McAveney	Patty McCall	Heather Mc Connell	Michele McDonald
Susan Mc Gowan	Erica Mc Reynolds	Amanda Meyer	Adrienne Miller
Amanda Miller	Christine Miller	Amanda Mlinar	Suncire Moniz
Marisa Narog	Phuong Ng	Hang Nguyen	Yunjin No
Jo-Anna Novelli	Jenette Oddo	Lynn Orr	Ashka Pandya
Jen Pimlett	Moji Pour	Tracy Scully	Chris Shelton
Kimi Sokol	Julie Soura	Angela Specht	Beth Stanfield
Brooke Stein	Eva Straub	Brooks White	Jeanene Willcox
Carolina Yan	Lei Zhang	Weronika	
		Zwierzchowski	
Library			
Stacy Albert	Heather Bittenbender	Emily Brunner	Eva Case-Issakov
Tarin Cataldo	Laura De Jong	Alexis DiLullo	Lauren Doran
Katherine Forester	Jenny Ham-Roberts	Heather Hill	Amanda Ivory
Kamila Jodzio	Melissa Keene	Agnes Kent	Tereza Keohane
Shannon Korff	Chulani Kudalugodaarachchi	Heather Manifold	Heather Mc Connell
Susan Mc Gowan	AnnMarie Marburg	Christine Miller	Marisa Narog
Jo-Anna Novelli	Tina Parson	Phyllis Reid	Allison Richardson
Jon Rust	Andrea Sau	Linda Schubert	Julia Soura
Beth Stanfield	Brooke Stein	Jaclyn Wahlers	Brooks White
Patricia Willcox	Doug Wilson	Kristin Wright	Fanny Yuliana
Publishing Center			
Tarin Cataldo	Elayne Schmidt	Brooks White	
Music			
Tiffany Leong			
School Store			
Stacy Albert	Tara Karbiner	Amanda Ivory	Amanda Meyer
Beth Stanfield	Brooke Stein		
<b>Executive Board</b>			
Stacy Albert	Emily Carteen	Tarin Cataldo	Erika Dawson
Alexis DiLullo	Davie Greger	Shilpa Gupta	Amanda Ivory
Kim Kerns	Simmer Marcelli	Angel Mc Aveney	Heather Mc Connell
Susan Mc Gowan	Rujuta Mandelia	Adrienne Miller	Amanda Mlinar
Alison Murray	Julia Soura	Beth Stanfield	Brooks White
Doug Wilson			
Recess Laps			
Emily Carteen	Tarin Cataldo	Claire DeCurtis	Laura DeJong

Lauren Doran	Hafsa Fahim	Melissa Fanelli	Debbie Geiger
Amanda Ivory	Arun Jacob	Catherine Ku	Anne Luba
Chiwei Ma	Aida Malik	Ann Marie Marburg	Patty McCall
Michele McDonald	Adam Miller	Amanda Miller	Christine Miller
Suncire Moniz	Jenette Oddo	Ami Patel	Karen Sabrina Payonk
Moji Pour	Swetha Putumbaka	Ingrid Sandorff	Andrea Sau
Elayne Schmidt	Linda Schubert	Julie Soura	Brooks White
T/E MIDDLE SCHOOL			
School Store			
Samantha Ballard	Kristin Becket	Christine Beckwith	Rebecca Caldwell
Maria Carson	Jennifer Cavanaugh	Laura Chambers	Coleen Fullam-Hillman
Jacquelyn Henry	Tracy Hughes	Kate Kilgarriff	Michele Lynch
Kate Miller	Joanna Morrissey	Michelle Moua	Erin Preston
Rebecca Robertson	Tracey Sloan	Erin Preston	Anna Umstead
Katharine Vanderau	Lindsey Wisch	Maggie Yates	
5/6 Grade Mixer			
Alyssa Metz-Topodas	Erin Preston	Cindy Yu	Helen Zhou
Paradise Farms Field Trip			
Christy Arnault	Alicia Asselta	Michael Bove	Brent Brown
Karen Bruno	Megan Doble	Leslie Elliott	Erick Estrada
Beth Giuliani	Michael Haenn	Paul Hashemi	Courtney Homan
Liam Kemmerley	Sloane Le Page	Min Lubiniecki	Eric McKeever
Lauren Mc Laughlin	Alyssa Metz-Topadas	Kim Niles	Laurie Nishimura
Joanna Morrissey	Nicole Parker	Erin Preston	Maura Redmond
Mary Beth Sandin	Himani Shah-Lipman	Peter Simon	Rebecca Skrdla
Blaire Soffe	Gordan Tayloe	Susan Thomas	Stacy Warkentine
Carli Younce			
Art Studio			
Rita Thompson			
CONESTOGA HIGH			
SCHOOL			
Main Office			
Amy Buck	Tracy Castelli	Trish Connell	June Di Dario
Judith Dunn	Karen Freidman	Susan Huck	Heidi Lou Mallott
Cindy Sillhart	Erin Shine		
Student Services			
Barbara Bashe	Susan Hirshman	Margaret Mac Kenzie	Jane Martin
Kristy Moesler	Carol Overend	Sarah Regan	Jennifer Roessler
Jeanne Swope	Karen Williams		
Attendance Office	C E	Deduces Island's	Maria Taranata
Melanie Bradish	Suzanne Emerson	Bethann Jakoboski	Marina Lazaratou- Polychronopoulos
Jill Semmer	Shihong Sheng	Cindy Sillhart	Michelle Stevenson
Karen Vadner			
Achievement Center	TZ 1		MI I D
Carol Abele	Kristine Adams	Margaret Auslander	Mindy Bernstein

Tracy Castelli	Laura Chambers	Joanne Howarth	Donna Hutchison-Lang
Audrey Kese	Mike Mc Fadden	Shihong Sheng	Tina Whitlow

#### Consent VIII, E, 1: Acceptance of Gifts

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

Action Under Consideration: That the Board of School Directors accepts with pleasure and appreciation the following donations:

Shell collection donated by Ann Keech to the Tredyffrin/Easttown School District Elementary Science Program valued at \$300.

Violin donated by Debra Deasy to the Hillside Elementary School Music Department valued at \$200.

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

#### Consent VIII, E, 2: Heckendorn Shiles Architects, Ltd. Fee Proposal – Infrastructure Implementation

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

Action Under Consideration: That the Board of School Directors approves the attached proposal from Heckendorn Shiles Architects, Ltd. to design, prepare construction documents, coordinate the bidding process, and provide construction administration services for the 2018-2019 infrastructure projects in an amount not to exceed \$344,340.

The Facilities Committee met on November 6, 2017, and recommends to the full Board for

approval.



main office 610-994-3500 website www.hsarch.com

November 1, 2017

Mr. Arthur McDonnell Tredyffrin/Easttown School District West Valley Business Center 940 West Valley Road, Suite 1700 Wayne, PA 19087

#### Re: TESD 2018 Projects - Fee Proposal Infrastructure Implementation - Year Twelve

Dear Art:

The following is a fee proposal for the projects outlined in the attached Bid Package Review. We will design, prepare construction documents, coordinate the bidding process, and provide construction administration services for the following bid packages, based on the following fees. The fees below include the engineering services of Schiller & Hersh Associates for mechanical, plumbing and electrical systems, A.W. Lookup Corporation for structural design, Pennoni Associates for Site Civil Engineering.

Bid Pkg	Work Description	Estimated Construction Cost	Fee:
#1	SITE PLAN EXPANSION Hillside Elementary	\$761,772	\$100,700
#2	RENOVATIONS, REPLACEMENTS & UPGRADES Valley Forge Elementary Conestoga High	\$1,281,397	\$165,010
#3	ROOF TOP EQUIPMENT & REPLACEMENT Valley Forge Elementary TE Middle Valley Forge Middle Conestoga High	\$612,678	\$78,630
	TOTALS OF PROPOSED FEES	\$2,655,847	\$344,340

The above fees will be not to exceed amounts, and will be invoiced hourly using the rates from our yearly services agreement with the School District. If there is time and monies saved on any of the projects above, this will be returned to the District.

The conditions and services will be as per the standard form of agreement between Heckendorn Shiles Architects and the Tredyffrin Easttown School District.

Attached you will find a detailed description of the projects listed in this proposal letter. Please let me know if you have any questions or concerns.

November 1, 2017

# Sincerely, HECKENDORN SHILES ARCHITECTS

Matthew A. Heckendorn, AIA, LEED AP Principal

Authorized:

Arthur McDonnell Tredyffrin Easttown School District



Date

#### Consent VIII, E, 3: Agreement with Heckendorn Shiles Architects, Ltd.

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

Action Under Consideration: That the Board of School Directors approves the attached master agreement with Heckendorn Shiles Architects, Ltd. and the Tredyffrin/Easttown School District to provide professional services, including design, drafting, and administrative services for District projects.

# $\operatorname{AIA}^{\circ}$ Document B121<sup> $\circ</sup> – 2014$ </sup>

# Standard Form of Master Agreement Between Owner and Architect for

services provided under multiple Service Orders

**AGREEMENT** made as of the First day of November in the year Twenty Seventeen (*In words, indicate day, month and year.*)

**BETWEEN** the Owner: (*Name, legal status, address, and other information*)

Tredyffrin/Easttown School District (TESD) West Valley Business Center 940 West Valley Road, Suite 1700 Wayne, PA 19087 (610) 240-1900

and the Architect: (Name, legal status, address, and other information)

HECKENDORN SHILES ARCHITECTS LTD. 347 East Conestoga Road Wayne, PA 19087-2547 610-994-3500

for the following: (Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement establishes the terms and conditions on which TESD may, from time to time, engage HSA to provide professional services, including design, drafting, and administrative services (collectively, the "Services") for any of TESD's projects and facilities.

All Services performed by HECKENDORN SHILES ARCHITECTS for TESD shall be subject to and governed by the terms and conditions set forth in this Master Agreement;

AIA® Document B101<sup>TM</sup> – 2017 Standard Form of Agreement Between Owner and Architect attached hereto as Exhibit "A" describing Architect's and Owner's responsibilities

AIA® Document B221<sup>TM</sup> – 2014 Service Order attached hereto as Exhibit "B" for use with Master Agreement.

Between Owner and Architect

describing Architect's Services for a particular Project (as defined in the General Terms and Conditions of this Master Agreement for Professional Services).

For each Amendment to this Professional Services Agreement that is executed by Architect and TESD, shall issue to Architect a Purchase Order which shall confirm the

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#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2014, Service Order for use with Master Agreement Between Owner and Architect

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scope of the Services to be provided by Architect under such Amendment, and which shall contain a purchase order number for such Amendment.

The terms and conditions of all Exhibits hereto are incorporated herein by reference as if set forth at length herein.

This Master Agreement and the Service order of Work may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Master Agreement shall become binding when two or more counterparts thereof, individually or taken together, bear the signatures of both parties hereto. For purposes hereof, an electronic or facsimile copy of this Master Agreement, including the signature pages hereto, and the Service order of Work shall be deemed an original.

The Owner and Architect agree as follows.

User Notes:

#### TABLE OF ARTICLES

- 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SERVICE ORDERS
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COPYRIGHTS AND LICENSES
- 7 CLAIMS AND DISPUTES
- 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
- 9 COMPENSATION
- 10 MISCELLANEOUS PROVISIONS
- 11 SPECIAL TERMS AND CONDITIONS
- 12 SCOPE OF THIS MASTER AGREEMENT

#### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

**§ 1.2** This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Arthur J. McDonnell Business Manager/School Board Secretary **Tredyffrin/Easttown School District (TESD)** West Valley Business Center 940 West Valley Road, Suite 1700 Wayne, PA 19087 (610) 240-240-1801 mcdonnella@tesd.net

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§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Matthew A. Heckendorn, AIA HECKENDORN SHILES ARCHITECTS LTD. 347 East Conestoga Road Wayne, PA 19087-2547 610-994-3500 610-994-3503

(Paragraph Deleted)

matt@hsarch.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

#### **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect may refuse to agree to any Service Order issued by the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement. The Architect's services shall comply with applicable federal, state, and local laws, regulations governing the applicable project.

§ 2.3 Except with the Owner's knowledge and prior written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 2.4 The Architect shall maintain the following insurance for the duration of this Master Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.4.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.) for each occurrence and One Million Dollars (\$ 1,000,000.) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000. ) per claim and One Million Dollars (\$ 1,000,000.) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.4.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ).

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§ 2.4.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.) per claim and One Million Dollars (\$ 1,000,000.) in the aggregate.

§ 2.4.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.4.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and noncontributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.4.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants, subject to any limitations disclosed by the Owner or the Owner's consultants regarding the accuracy and completeness of such information.. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

#### **ARTICLE 3 SERVICE ORDERS**

The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221<sup>™</sup>-2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

#### **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Additional Services shall be provided in accordance with written agreement between the Owner and Agreement. Architect

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of .3 performance on the part of the Owner or the Owner's consultants or contractors;
- Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner .4 authorized recipients:
- Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; .5
- Preparation for, and attendance at, a public presentation, meeting or hearing; .6
- Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where .7 the Architect is party thereto;
- Evaluation of the qualifications of bidders or persons providing proposals; or .8
- Consultation concerning replacement of Work resulting from fire or other cause during construction. .9

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#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

#### **ARTICLE 6 COPYRIGHTS AND LICENSES**

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, . The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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#### ARTICLE 7 CLAIMS AND DISPUTES

#### § 7.1 General

§ 7.1.1 Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the Owner arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within Two years from the date upon which the cause of action accrued. The Owner shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the Architect arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within Twelve years from the date of Substantial Completion. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Architect waives all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement,

#### § 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation if the Parties mutually agree in writing to submit the claim to mediation .

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 If the parties agree to mediation, then the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 7.3 of this Master Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other: (Specify)

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#### § 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

#### ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give thirty days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 8.2** If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and

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resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than thirty days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 8.7 No Termination Expenses are available under this Agreement.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

#### **ARTICLE 9 COMPENSATION**

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

1. Rates - notate valid for 2017, shall be amend	ed by future B221 as required
Employee or Category	Rate (\$0.00)
Principal	\$156.00
Project Architect/Interior Designer 2	\$132.00
Project Architect/Interior Designer 1	\$124.80
Architectural/Interior Designer 3	\$119.60
Architectural/Interior Designer 2	\$93.00
Architectural/Interior Designer 1	\$78.00
Administration	\$83.20

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In accordance with a written agreement between the parties authorizing the additional services.

#### § 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- Transportation ; .1
- Project Web sites, and extranets; .2
- Fees paid for securing approval of authorities having jurisdiction over the Project; .3

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- .4 Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery; .5
- Intentionally deleted; .6
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the .7 Owner;
- The Architect and Architect's consultant's expense of professional liability insurance dedicated .8 exclusively to the Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- All taxes levied on professional services and on reimbursable expenses; .9
- .10 Site office expenses;

#### (Paragraph Deleted)

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of 1.1 percent (10 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

## § 9.5 Compensation for Use of Architect's Instruments of Service

If the Owner terminates a Service Agreement for its convenience under Section 8.5, or the Architect terminates a Service Agreement under Section 8.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes related to the Service Agreement as follows:

\$100.

### § 9.6 Payments to the Architect

§ 9.6.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

3 % Three (APR) Annual percentage rate

§ 9.6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner along with the invoice seeking payment for the Reimbursable Expenses.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement, shall be governed by the law of the place where the Project described in the Service Order is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement

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without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement.

§10.10. The Architect will supply the Owner with state and federal criminal history reports and child abuse clearances, as required by Pennsylvania law, for all employees, agents and subcontractors who will be on the Owner's property. The original clearances must be presented to the Owner prior to each employee, agent or subcontractor coming on the Owner's property. All such clearances shall be dated no earlier than sixty months old at any time during the time the individual provides services to the Owner. The Architect shall also provide a current, executed PDE-6004 disclosure form for each employee, agent and subcontractor who will be on the Owner's property. The Owner reserves the right to reject any employee, agent or subcontractor that the School District determines in its sole discretion has an unsatisfactory criminal history, child abuse clearance, or PDE-6004 disclosure form. The Owner shall retain a copy of all such clearances in its file. Notwithstanding any other provision of the Contract, violation of this provision shall constitute grounds for immediate termination of the contract by the Owner. The Architect shall notify the Owner in writing within 72 hours of any person performing services on the Owner's property on behalf of the Architect (employee, agent, subcontractor, subcontractor's employee, etc.) is arrested or convicted of an offense identified in 24 P.S. §1-111.

\$10.11 As an additional fee, based on hourly rates noted in Article 9.2, the Architect agrees that it will, when requested by the Owner, cooperate with the Owner 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. The Architect's cooperation shall include, but not necessarily be limited to, prompt communication with the Owner regarding the existence of a record, the length of the record and other information requested by the Owner, adherence to the fee schedule issued by the Owner for any costs associated with producing or providing access to the record and promptly providing access to or copies of the record. If the Architect fails to cooperate with the Owner in response to a request for a public record, then the Architect shall indemnify the Owner for any and all costs

Init.

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incurred, including attorneys' fees of the Owner, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon the by a court of competent jurisdiction relating to the Architect's failure to cooperate with the Owner.

#### ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

#### ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:

.1 AIA @Document B121<sup>TM</sup>\_2014, Standard Form of Master Agreement Between Owner and Architect

.2 AIA® Document B101<sup>™</sup> – 2017 Standard Form of Agreement Between Owner and Architect attached hereto as Exhibit "A" describing Architect's and Owner's responsibilities (Paragraph Deleted)

.3 AIA® Document B221<sup>TM</sup> – 2014 Service Order for use with Master Agreement Between Owner and Architect

describing Architect's Services for a particular Project (as defined in the General Terms and Conditions of this Agreement for Architectural Services).

.4 AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.5 Other documents:

> (List other documents, if any, including additional scopes of service forming part of the Master Agreement.)

This Master Agreement entered into as of the day and year first written above.

**OWNER** (Signature)

**ARCHITECT** (Signature)

(Printed name and title)

(Printed name and title)

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# Consent VIII, E, 4: ARMM Associates, Inc. Fee Proposal – Roof Design Proposal at Beaumont Elementary and T/E Middle Schools

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

Action Under Consideration: That the Board of School Directors approves the attached proposal from ARMM Associates, Inc. to develop bid plan specifications for roof projects for a fee of \$18,000.

The Facilities Committee met on November 6, 2017, and recommends to the full Board for

approval.



# **ARMM ASSOCIATES, INC.**

# 725 Kenilworth Avenue • Cherry Hill, NJ 08002-2841 (800)257-5261 • (856)665-8484 • Fax (856)665-5255

October 26, 2017

Colm Kelly, Maintenance Supervisor – <u>kellyc@tesd.net</u> Tredyffrin Easttown School District 920 Old Lancaster Road Berwyn, PA 19312

## Re: Roof Design Proposal - Revised Beaumont Elementary – Roof Areas C, D, K, K1, K2, K3, and L T/E Middle School – Roof Areas O and P

Dear Gentlemen:

Thank you very much for allowing ARMM to provide a Phase II Re-Roof Design proposal for the above referenced schools.

On November 21, 2000, ARMM Associates provided a Phase I Roof Audit of all the school district buildings. The excerpts from that report show the total size of Roof Areas O and P on the T/E Middle School is 3,725 square feet and the total size of the designated areas on the Beaumont School is 15,108 square feet, along with the decking at the Beaumont Elementary School canopy.

Our survey in 2000 revealed the shingle roofs on the Beaumont School areas listed above were installed before 1995. ARMM's specifications for the Beaumont School roof replacement will focus on the desired roof material (metal or a return to shingle).

The 2-ply granular-surface SBS modified bitumen roofing systems on the areas on the T/E Middle School were installed in 1999.

Cost estimates for roof replacement at this time are \$189,533 for Beaumont and \$95,000 for T/E Middle School. Total estimated construction cost for both projects is between \$285,000 to \$300,000.

It should be noted in a review of the entirety of all facilities, ARMM Associates dealt with the original design litigation almost 30 years ago. The majority of the buildings were re-roofed from the time period between 1992 and 2009.

ARMM's Phase II Re-Roof Design would include the following:

1. Review of client's original plans and specifications:

For analysis of how the original roof was constructed, and how new material and processes can be employed on the structure.

2. Field Investigation:

Competent field examiner acquires field measurements and investigates present conditions.

## 3. Design Formulation:

Design selection of materials that would be proper for each application. This would include discussion of metal roofing system versus shingle application for the Beaumont School.

4. Drafting:

Production of all drafting work for detailing of roof conditions and overall roof plans.

5. Specifications:

Production of the work specifications that the contractor will follow to perform the work. General conditions and bidding documents are included.

6. Final Review of Design:

Final review of design is done internally to eliminate possible errors and to do internal estimating.

7. Typing and Reproduction:

A series of specifications are made for bidding contractors.

8. Expenses:

Expenses include travel and field examinations.

## **Professional Fee**

ARMM's fee to prepare plans and specifications for both projects is \$18,000.00.

## **Auxiliary Services**

The following Construction Administration services are outside of the professional design services and are billed separately. These services would be billed for each service on a singular project basis.

1.	Bidders' Tour: A representative of ARMM Associates would conduct a Bidders' Tour where a selection of contractors would review the project site in preparation for their bids. Owner's representatives will be able to interface with the contractors and answer questions in reference to the application. Bidders' Tour
2.	Bid Evaluation and Contracts: ARMM Associates would review the submitted bids and make a recommendation in reference to the lowest responsible bidder. Bid Evaluation\$1,000.00
3.	Pre-Construction Conference: A representative of ARMM Associates will conduct a pre- construction conference with the Owner's representatives and the contractor to discuss application procedures, clean up and sanitary requirements, as well as provide a final review of technical specifications.

Preconstruction Conference......\$1,400.00

- 5. Final Inspection: A representative of ARMM Associates will review the items from the Pre-Final Inspection punch-list. ARMM will coordinate with the general contractor to secure all final closeout documents. These documents will include (but are not limited to) roof warranties, general conditions, and changes within the work, rectified on construction documents, and any documentation required by the Owner. Final Inspection .....\$1,600.00

# Full-Time Construction Monitoring

ARMM strongly recommends the use of a construction monitor during the construction process. This service documents the progress of the construction process with written reports and photographs taken during the course of the project. The cost for this service is broken down on a weekly basis and is \$4,200.00 per week (40-hours per week, 8 hours per day, Monday through Friday). Alternatively, ARMM can provide periodic inspections during the course of construction at a frequency determined by the District. Periodic inspections would be billed on an hourly basis at the rate of \$175.00 per hour.

## Conclusion

If you wish to proceed with the design process for these two schools, a standard Purchase Order will allow us to begin, or sign the Authorization Line below and return to me attention.

If you have any questions or require additional information, please do not hesitate to call.

Sincerelv Frank J. Moore, R.A., AIA President/CEO

FJM/ec

Authorization to Proceed:

for Tredyffrin/Easttown School District

### Consent VIII, E, 5: ARMM Associates, Inc. Fee Proposal – District-Wide Roof Survey

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

Action Under Consideration: That the Board of School Directors approves the attached proposal from ARMM Associates, Inc. to develop a District-wide roof survey that will include infrared scan, sampling, visual assessments, cost estimates for roof replacement and maintenance program recommendations for a fee of \$43,000.

The Facilities Committee met on November 6, 2017, and recommends to the full Board for approval.



# **ARMM ASSOCIATES, INC.**

# 725 Kenilworth Avenue • Cherry Hill, NJ 08002-2841 (800)257-5261 • (856)665-8484 • Fax (856)665-5255

October 26, 2017

Colm Kelly, Maintenance Supervisor – <u>kellyc@tesd.net</u> Tredyffrin Easttown School District 920 Old Lancaster Road Berwyn, PA 19312

# Re: Roof Survey Proposal - Revised

Dear Gentlemen:

Thank you very much for allowing ARMM to provide a Roof Survey for the buildings in the Tredyffrin/Easttown School District.

According to ARMM's 2010 roof survey summary (copy enclosed), the roofs total 652,844 square feet. It is our understanding the district personnel has done an excellent job in maintaining the existing roofing systems.

The proposed survey would provide the District with an updated document of the roof inventory and will also provide estimated costs for any required re-roofing moving forward. More specifically, the updated Roof Survey would provide the following:

1. Infrared Scan

A majority of the buildings still have roofing systems that are still covered under existing warranties. Approximately 50% of the roofs are within 5 to 6 years of reaching the end of the warranty periods. An infrared survey will identify any anomalies which would become the basis for the manufacturer to implement repairs. I would urge the District to have the infrared survey performed and have it be the basis of a repair program for the roofing systems, prior to the expiration of the warranties.

2. Field Measurements

While the majority of the roofs have been already measured by ARMM, any additions to buildings that were added after our 2010 survey will be added to the inventory listing.

3. Roof Sampling

ARMM has composite listings for the majority of the roofs on the buildings. Roof composite information for roof areas that were not identified in our 2010 survey can be added for the updated roof survey.

4. Visual Assessment

A visual assessment of all roof areas to document current field conditions of the existing roofing systems.

5. Cost Estimates

For each roof unit area, estimated costs will be calculated for roof replacement. For areas needing replacement within the next five years, ARMM will prepare a prioritized list of necessary replacements with estimated construction costs.

6. Maintenance Program

During our roof survey, ARMM will compile a list of recommended maintenance and/or repair items for submission to the roof manufacturer holding the warranty, or to roofing contractors for areas no longer under warranty. The maintenance and repair listing can be developed into a Roof Maintenance Remedial Specification for bidding. A separate fee can be quoted for the Remedial Specification, if the Board desires.

7. Presentation

Following completion of the roof survey, a presentation will be held for the Board/District as an informative meeting to discuss long-term programs and budget.

## **Professional Fees**

ARMM's fee to perform a roof survey and Infrared survey for the District as described above is **\$43,000.00**, or \$0.065 per square foot.

## **Procedural Advancement**

If you wish to proceed with the roof survey, a standard Purchase Order will allow us to begin, or sign the Authorization Line below and return to me attention.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely Frank J. Moore, R.A., AIA President/CEO

Authorization to Proceed:

#### **Consent VIII, 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. This agreement covers reimbursement for educational services for the 2017- 2018 school year including Extended School Year at a total cost not to exceed \$14,000.

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 VIII, F, 2: Contract with Approved Private School

VIA: Chris Groppe, Director of Individualized Student Services

Action Under Consideration: That the Board of School Directors approves a contract between Tredyffrin/Easttown School District and an Approved Private School to provide mandated services for a District student with intense special support needs. This contract covers the 2017-2018 school year for a total cost of \$27,750.

This student with severe special needs require 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 districts funding the remaining 40%. For the 2017-2018 school year, state funding is not available for this student, therefore, the Tredyffrin/Easttown School District will fund 100% of the tuition for this student. State funding will be applied as it becomes available, but this is not anticipated within the next three years. It may be necessary to request ACCESS or District contingency funds to fully support extraordinary special education cost.

#### Consent VIII, H, 1; Policy Recommended for Second Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action under Consideration: That the Board of School Directors adopts the following revised policy:

Revised Policy 6146: Student Athletics

This policy was approved by the Board on a first reading basis at the October 23, 2017, Board meeting. It is now presented for adoption. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

# Student Athletics

# Definitions

"Interscholastic sports" are those that are funded and fully staffed by the District and compete under Rules and Regulations provided by the Pennsylvania Interscholastic Athletic Association ("PIAA"), or other applicable governing body.

"Intramural sports" are staffed and financially supported by the District, but are not governed by the PIAA.

"Club sports" <u>may</u> receive some support from the District whether financial and/or through use of facilities or equipment.

# GuidelinesGuiding Principles

The Board establishes the following guidelines-principles to guide the establishment and implementation of for its athletic program:

**1. Establishment of Program** - Athletics are offered by the District as an integral part of the District's educational program.

**<u>21</u>**. **Course Credit -** High School students, with the exception of ninth grade students, may earn physical education credit by participating in an approved athletic activity.

**3. Staffing** Special effort shall be made to attract and hold a highly qualified, experienced staff which is oriented to the teaching aspects of both the curricular athletic program and the extracurricular program.

**42. Equal Opportunity** - The District will operate athletic programs in compliance with all applicable Federal and State laws, including Title IX of the Educational Amendments of 1972.

**53.** Gender Eligibility- Any issues with respect to eligibility for a specific District team will be determined by the District in a manner that does not limit the ability of that District team to participate in competitions, including playoffs, with other teams of the District's team's gender designation.

**64. Management** - Since athletics are a part of the educational program designed to meet the needs of the participants, all activities shall be organized and scheduled strictly for the benefit of the participating students. Every effort shall be made to schedule athletic contests after regular class hours so that students will not have to be excused from class.

**75. Extracurricular Program Offerings** -The specific sports for men and women, and the levels offered in each sport, shall be reviewed by the principal of each building on an annual basis to ensure the overall program meets the requirements of this Policy and assures maximum educational value for the resources expended. The following factors shall be considered in recommending, and by the Board in assessing, the possibility of adding a new sport or adding a new level in an existing sport:

TESD

- -Contribution to the goals of the District and the athletic program
- Effect on the balance between athletic opportunities for men and women
- Sustained interest by enough students to qualify as a team
- -Financial feasibility, including insurance costs
- Availability of qualified coaching staff
- -Cost and availability of facilities appropriate to the demands of the sport
- Availability of competition at other schools
- Safety issues and the ability of the school administration to provide adequate -supervision of the program

A new sport shall normally be offered either as an intramural or club sport while student interest grows and participation develops. The same factors shall be considered when the elimination of a sport or level is contemplated.

## Student Conduct & Eligibility

<u>While participating in student athletics</u>, In all these activities, students shall be subject to <u>all</u> school rules, Board Policies and Administrative Regulations and the provisions contained in any applicable Student Handbook or Code of Conduct. Additionally, any applicable school and District policies, including regulations of the Central League and PIAA, including those related to academic eligibility, shall also apply if applicable.

All extracurricular interscholastic sports are offered subject to PIAA rules and regulations whether competition is specifically regulated by the PIAA or not.

## Cross Reference:

# Policy and Administrative Regulation 5311 (Eligibility for Participation in School-Related Activities)

-2-

Adopted: November 24, 1969 Revised: September 10, 1973 Revised: January 24, 1983 Revised: January 27, 1986 Revised: December 5, 1994 Revised: April 28, 1997 Revised: June 16, 1997 Revised: January 26, 1998 Revised: June 1, 1998 Revised: February 23, 2004 Revised: October 27, 2014 Revised: January 3, 2017 Revised: November 13, 2017

## IX, Other Actions Under Consideration

### Agenda IX, A, 1: Repeal of Policy 6300: Adult Education, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Repeal of Policy 6300: Adult Education, on a first reading basis, as ready for repeal at the next regular meeting.

The Policy Committee has reviewed this policy and recommends first reading repeal by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

## Adult Education

The District authorizes adult education groups to utilize the plant and facilities of the District for programs at the discretion of the administration. These groups shall be responsible for any fees and charges imposed by other Board policies. REPEALED

Adopted: November 24, 1969 Revised: March 28, 1988 Revised: December 5, 1994 Revised: December 6, 2004 First Reading: November 13, 2017

### Agenda IX, A, 2: Revised Policy 8020: Supplies, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Revised Policy 8020: Supplies, on a first reading basis, as ready for adoption at the next regular meeting.

The Policy Committee has reviewed this revised policy and recommends first reading approval by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

# Supplies

The building principal <u>or designee</u> is responsible for all school supplies and the <u>Chief Operations OfficerBusiness Manager</u> or designee is responsible for all non-school supplies.

<u>The Business Manager, building principal, or their designee(s)</u> <u>They</u> shall ensure adequate amounts <u>of supplies</u> are available at all times through the initiation and distribution of supply orders and the maintenance of supply inventories.

Supply inventories shall be maintained to ensure the adequacy of supplies or <u>and</u> to detect excess accumulation of supplies. and shall be used as guidance in placing supply orders.

When practical, supplies shall be purchased centrally and delivered to the individual buildings. <u>Staff members requesting the purchase or replenishment of specific supplies shall direct such requests to the Business Manager, building principal, or designee, as appropriate.</u>

Adopted: September 10, 1973 Revised: November 22, 1982 Revised: January 24, 1994 Revised: February 27, 2006 First Reading: November 13, 2017

## Agenda IX, A, 3: Revised Policy 8021: Telephones, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Revised Policy 8021: Telephones, on a first reading basis, as ready for adoption at the next regular meeting.

The Policy Committee has reviewed this revised policy and recommends first reading approval by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

# Telephones

The District shall provide adequate telephone service for school business purposes in each of its buildings in the mosta cost-effective manner possible in terms of cost, personnel, and time.

<u>District-provided Cellular-mobile</u> telephones shall be provided for school business purposes to school dDistrict employees when necessary to perform their work-related duties in an efficient and effective manner. The Superintendent or designee shall determine which job classifications or individuals are assigned cellular-mobile phones. Cellular phones and service shall be provided in the most cost-effective manner possible.

The District shall request a local telephone company to install pay stations at suitable locations for the convenience of pupils, employees, and public, provided such service is cost free to the school system or as deemed necessary for safety purposes by the Superintendent or designee.

### Agenda IX, A, 4: Repeal of Policy 5114: Attendance Records, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Repeal of Policy 5114: Attendance Records, on a first reading basis, as ready for repeal at the next regular meeting.

The Policy Committee has reviewed this policy and recommends first reading repeal by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

## Attendance Records

Accurate records of daily and class attendance of all students shall be kept as directed by the Superintendent of Schools and in compliance with applicable state law. <u>REPEALED</u>

Adopted: October 27, 1969 Revised: September 26, 1994 Revised: November 17, 2008 First Reading: November 13, 2017

# Agenda IX, A, 5: Draft Policy 5121: Recruitment of Students by Military Recruiters, Postsecondary Education Representatives and Prospective Employers, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Draft Policy 5121: Recruitment of Students by Military Recruiters, Postsecondary Education Representatives and Prospective Employers, on a first reading basis, as ready for adoption at the next regular meeting.

The Policy Committee has reviewed this draft policy and recommends first reading approval by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

*Recruitment of Students by Military Recruiters, Postsecondary Education Representatives and Prospective Employers* 

The Board shall permit disclosure of required student information about secondary students to representatives of postsecondary institutions, prospective employers and representatives of the Armed Forces of the United States, as required by law.

The same access to secondary students shall be granted to postsecondary education representatives, military recruiters and prospective employers, as required by law.

The Superintendent or designee shall develop Administrative Regulations implementing this Policy, which shall establish procedures for annually notifying parents/guardian/students, as appropriate, of this Policy. The notice shall:

- 1. Advise that the District routinely discloses names, addresses and telephone numbers of students to military recruiters to the extent required by law, subject to a parent/guardian/student's request not to disclose such information without written consent;
- 2. Explain the parent/guardian/student's rights to request that the student information detailed above not be disclosed without prior written consent; and
- 3. Establish a procedures for how the parents/guardians/students can opt out of the disclosure of such student information, and the method and timeline for doing so.

Legal Citations: 51 P.S. 20221-20225 (Act 10 of 1991); 20 U.S.C. 7908; 10 U.S.C. 503; 24 P.S. 2402

Cross Reference: Board Policy and Administrative Regulation 5225 (Student Records)

### Agenda IX, A, 6: Revised Policy 5225: Student Records, First Reading

VIA: Mark Cataldi, Director of Assessment and Accountability

Action Under Consideration: That the Board of School Directors approves the Revised Policy 5225: Student Records, on a first reading basis, as ready for adoption at the next regular meeting.

The Policy Committee has reviewed this revised policy and recommends first reading approval by the full Board. Any revisions with new wording are underlined. Any revisions with deleted wording are indicated by strikethrough.

- 1. Questions from the Board
- 2. Comments and/or Questions from Community Members
- 3. Board Discussion/Deliberation/Action

# Student Records

The Board recognizes its responsibility for the collection, retention, disposition and security of student records. The Board further recognizes its duty to maintain the confidentiality of such records as required by law.

Parents/Guardians and eligible students, as defined in the accompanying Administrative Regulation, shall be notified upon initial enrollment and annually thereafter of their rights concerning student records. The notice shall be modified to accommodate the needs of the disabled or those whose primary language is other than English.

In accordance with law, each District teacher shall prepare and maintain a record of the work and progress of each student.

The Superintendent or designee shall develop Administrative Regulations consistent with this Policy, which shall be approved by the Board prior to going into effect. Any changes to the Administrative Regulations, except for minor editorial revisions, shall be approved by the Board. Minor editorial revisions shall be submitted to the Board but do not require Board approval. The Administrative Regulations shall meet the requirements of all state and federal statutes and regulations and provide for the following:

- 1. Informing parents/guardians and eligible students of their rights and the procedures to implement those rights concerning student records.
- 2. Permitting legally required access by authorized persons and officials, describing procedures for access, and listing copying fees.
- 3. Enumerating and defining the types, locations and persons responsible for student records maintained by the District.
- 4. Establishing guidelines for disclosure of information and data in student records.
- 5. Maintaining a record of access and release of information for each student's records.
- 6. Assuring appropriate retention and security of student records.
- 7. Transferring education records and legally required disciplinary records to other K-12 educational entities and post-secondary educational entities, with the understanding that the District will not disclose disciplinary records to postsecondary schools.

Cross References: Board Policy and Administrative Regulation 8210 (Records Management); Board Policy and Administrative Regulation 5121 (Recruitment of Students by Military Recruiters, Postsecondary Education Representatives and Prospective Employers) To assure the validity and usefulness of student information and to safeguard the student's right to confidentiality, the District has developed this Policy to provide guidelines for the orderly handling of student information that is of relevance to the development of educational programs and to assure parental access to those records which affect the educational placement of their children and a means by which parents might challenge, if they feel it advisable, the content of those records.

The classification, collection, maintenance, and dissemination of student records shall be governed by a clear respect for the rights of the individual student and a regard for the privacy of the family.

The term "Student Records" refers to any information directly related to a student which is maintained in writing, on film, on tape or other electronic media for the use of the District in meeting its obligation to maintain proper data regarding its students. Such records do not include the notes of professionals which are for their personal use only, and not revealed to any other person except a temporary substitute for the maker of the record.

Parents/Guardians and eligible students eighteen (18) years and older shall be notified annually and upon initial enrollment of their rights concerning student records. The notice shall be modified to accommodate the needs of the disabled or those whose dominant language is other than English.

The release or dissemination of such records shall be made only in compliance with the <u>Pennsylvania Public School Code of 1949 (the "School Code"</u>), as amended, directives mandated by the Pennsylvania Department of Education, under the amended federal <u>Family Educational Rights and Privacy Act of 1974</u> ("FERPA") and, with regard to students with disabilities, in compliance with the Individuals with Disabilities Education Improvement Act ("IDEA")

All student information shall be maintained in the District in accordance with procedures identified with the classification of the materials and with adequate security to safeguard the privacy of the student.

In situations in which the District is asked by other agencies, institutions, or individuals to transmit student information to those parties, stringent precautions shall be prescribed to insure compliance with FERPA and to protect the rights of the student against infringement of privacy.

In accordance with FERPA, and the School Code, the State requires that the District transfer a certified copy of disciplinary records, with respect to suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis.

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The rights provided by this Policy also apply to parents/guardians of students who receive special education programming and services from the District or an outside program provided through the District.