

# COATESVILLE

## AREA SCHOOL DISTRICT

### SCHOOL BOARD MEETING

#### AGENDA, MINUTES & ENCLOSURES



**4 DECEMBER 2014**

Board Directors

James L. Fox  
Diane M. Brownfield  
Stuart C. Deets  
James Hills  
Laurie C. Knecht  
Michele S. Maffei  
Dean A. Snyder  
Deborah L. Thompson

Administration

Dr. Cathy Taschner, Superintendent  
Ronald Kabonick, Board Secretary  
Karen Jackson, Recording Secretary

Solicitor

Michael I. Levin, Esquire

**COATESVILLE AREA SCHOOL DISTRICT  
SCHOOL BOARD MEETING AGENDA  
9/10 CENTER AUDITORIUM  
December 4, 2014  
*Immediately following Reorganization Meeting***

**OPENING ACTIVITIES**

**1. CALL TO ORDER**

**2. READING OF MISSION STATEMENT**

*THE MISSION OF THE COATESVILLE AREA SCHOOL DISTRICT, A LEARNING COMMUNITY RICH IN DIVERSITY AND COMMITTED TO EXCELLENCE, IS TO EDUCATE ALL STUDENTS BY PROVIDING RIGOROUS EDUCATIONAL OPPORTUNITIES TO BECOME RESPONSIBLE, PRODUCTIVE, LIFE-LONG LEARNERS IN A GLOBAL SOCIETY.*

**3. ADVISEMENT**

By notice of the President, Board Members are advised that all votes shall be regarded as roll call votes. The minutes should also note that public notice was given for this meeting in accordance with Act 93 of 1998, Section 1. School Board meetings shall proceed in accordance with School Board policy.

**4. ROLL CALL**

**Board of School Directors**

James L. Fox  
Diane M. Brownfield  
Stuart C. Deets  
James Hills  
Laurie C. Knecht  
Michele S. Maffei  
Dean A. Snyder  
Deborah L. Thompson

**Student Representatives**

Katie Stefanski, Senior Class Representative  
Andrew Scott Patterson, Junior Class Representative

**Solicitor**

Michael I. Levin, Esquire

**Administration**

Dr. Cathy Taschner, Superintendent of Schools  
Dr. Angelo Romaniello, Jr., Assistant to the Superintendent  
Dr. Kimberly R. Donahue, Assistant to the Superintendent of Curriculum & Learning  
Ronald G. Kabonick, Director of Business Administration & School Board Secretary  
Erika Zeigler, Director of Human Resources  
Abdallah Hawa, Director of Technology  
John Reid, Director of Pupil Services, Data & Assessment  
Dave Krakower, Director of High School & Curriculum Instruction - Special Education (6-12)  
Dr. Teresa Powell, Director of Middle School Education & Curriculum Instruction  
Jason Palaia, Director of Elementary Education (3-5) - Special Education (K-5)

**5. MOMENT OF SILENCE AND SALUTE TO THE FLAG**

**BOARD PRESIDENT’S REPORT**

**ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA**

**APPROVAL OF THE MINUTES**

**RECOMMENDED MOTION:** That the Board of School Directors approves the minutes for the November 20, 2014 Special Board meeting subject to any addition, deletions, modifications or clarifications. (*Enclosure 1*)

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote:

**PUBLIC COMMENT ON AGENDA ITEMS**

The Board has requested all persons making comments on **agenda items** to list their name, address, telephone number and motion item(s) on the sheet provided. There is a three (3) minute limit per person. The Board does not take action or discuss items not appearing on the agenda. The Board values public comments and wishes to convey that although Board members cannot discuss items that are not on the agenda, they listen carefully and appreciate and value input from the public.

**EXECUTIVE SESSION**

- An executive session will be held on Thursday, December 4, 2014 after the meeting for legal and personnel reasons.
- Two executive sessions were held before and after the meeting on Tuesday, November 25, 2014 for legal and personnel reasons.
- An intermission executive session was held on Tuesday, November 25, 2014 for new board member briefing.

**SUPERINTENDENT’S REPORT**

**IMPORTANT DATES**

<b>Date</b>	<b>Time</b>	<b>Meetings</b>	<b>Place</b>
December 16, 2014	7:00 pm	Special School Board Meeting	9/10 Center Auditorium
Dec. 22 – Jan. 2, 2015	~	Winter Break	<i>No School for Faculty, Staff &amp; Students</i>
<i>The following dates are tentative until the calendar is Board approved.</i>			
January 13, 2015	6:00 pm	All Committee Meetings	9/10 Center Auditorium
January 19, 2015	~	<i>Observance of Dr. Martin Luther King, Jr. Day</i>	Schools & Offices Closed
January 27, 2015	7:00 pm	School Board Meeting	9/10 Center Auditorium

**SPECIAL REPORTS**

**STUDENT REPRESENTATIVE'S REPORT**

**MOTION ITEMS FOR APPROVAL**

Committee meeting action items considered routine will be enacted under one motion unless removed for separate action upon Board request. The purpose of the consolidated motion is to expedite Governing Board action on all consent items, which are not held for discussion. Items that have been held for discussion by the Governing Board will be enacted upon at the time the item is discussed.

1. **CONSENT AGENDA** (*School Board President*)

**RECOMMENDED MOTION:** That the Board approves the consent agenda items:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

2. **FINANCE COMMITTEE**

A. **Substitute Teacher Service Agreement**

**RECOMMENDED MOTION:** That the Board of School Directors approve the Substitute Teacher Service Agreement, pending review of the District Solicitor. (*Enclosure 2*)

B. **Constellation NewEnergy, Inc. Electricity Supply Agreement**

**RECOMMENDED MOTION:** That the Board of School Directors approve the Electricity Supply Agreement with Constellation NewEnergy, Inc., as presented. (*Enclosure 3*)

C. **Human Resources**

1. **Resignations - Regular and Extra Duty**

**RECOMMENDED MOTION:** That the Board of School Directors approves the following Resignations - Regular and Extra Duty:

a. ADMINISTRATION

- 1) Edwards, Karen K., Network Manager for the Coatesville Area School District. Letter Dated: 12/1/14. Reason: Personal. Effective: 9/15/14.

b. FEDERATION

- 1) Ibrahim, Alie, Custodian for the South Brandywine Middle School. Letter Dated: 11/21/14. Reason: Personal. Effective: 11/21/14.

c. EXTRA DUTY

- 1) Fenimore, Shawn, 8<sup>th</sup> Grade Boys Soccer Coach for the North Brandywine Middle School. Letter Dated: 11/25/14. Reason: Personal. Effective: 11/25/14.

2. **New Appointments - Regular and Extra Duty**

**RECOMMENDED MOTION:** That the Board of School Directors approves the following New Appointments - Regular and Extra Duty:

a. CATSS

- 1) Sterner, Kimberly, 6.5 Hour Special Education One-on-One Aide for the King's Highway Elementary School. Posted: 10/21/14. Salary: \$12.50/hr. Effective: 12/8/14. SP4: Approved.

b. EXTRA DUTY

- 1) 21<sup>st</sup> CCLC Cohort 6A After School Teachers for the South Brandywine Middle School. Posted: 10/22/14. Salary: \$33.00/hr. Effective: 2014 - 2015 School Year. SP4: Staff.

Kimberly Gredzinski  
Anthony Olseski

Steve Jamison  
Karen Smith

3. **Leave(s) of Absence**

**RECOMMENDED MOTION:** That the Board of School Directors approves the following Leave(s) of Absence as indicated:

a. CATA

- 1) Burns, Jamie, Physical Education Teacher for the Caln Elementary School. Letter Dated: 12/1/14. Reason: FMLA. Effective: 2/6/15 – 5/1/15.
- 2) Griggs, Leila, Physical Education Teacher for the King's Highway Elementary School. Letter Dated: 10/31/14. Reason: FMLA. Effective: 1/5/15 – 3/13/15.
- 3) Jones, Cassandra, Special Education Teacher for the South Brandywine Middle School. Letter Dated: 11/20/14. Reason: FMLA. Effective: 1/21/15 – 4/15/15.

b. CATSS

- 1) Bisignaro, Carol, 6.5 Hour Special Education One-on-One Aide for the Coatesville Area Senior High School. Letter Dated: 11/25/14. Reason: FMLA. Effective: 11/17/14 – 12/19/14, Intermittent.

4. Change of Status

**RECOMMENDED MOTION:** That the Board of School Directors approves the Change of Status as indicated:

a. CATSS

- 1) Holmes, Cassandra, move from 6.5 Hour Special Education One-on-One Aide for the Rainbow Elementary School to 6.5 Hour Special Education One-on-One Aide for the Coatesville Area Senior High School Campus – 9/10 Center. Posted: 10/29/14. Effective: 1/5/2015.
- 2) Stauffer, Kerri, move from 6.5 Hour Special Education One-on-One Aide for the East Fallowfield Elementary School to 6.5 Hour Special Education Classroom Aide for the East Fallowfield Elementary School. Posted: 10/21/14. Effective: 12/5/14.

**PUBLIC COMMENT**

The Board has requested that all persons making comments of public concern to list their name, address, telephone number and topic(s) on the sheet provided. There is a three (3) minute time limit per person.

**ADDITIONAL BOARD MEMBERS' REPORTS**

**INFORMATION ITEMS**

- CASD and Charter School Enrollment Reports as of December 1, 2014 (*Enclosure 4*)

**ADJOURNMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Time: \_\_\_\_\_

*Notice of this public meeting was advertised in the Daily Local News on December 1, 2014 and on the District Website.  
Copies of the minutes will be maintained in the Office of the Board Secretary.*

# *School Board Agenda*

## *Enclosure #1*

**COATESVILLE AREA SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
9/10 CENTER AUDITORIUM  
November 20, 2014 ~ 6:00 p.m.**

**OPENING ACTIVITIES**

**1. CALL TO ORDER AT 6:06 P.M.**

**2. READING OF MISSION STATEMENT**

*THE MISSION OF THE COATESVILLE AREA SCHOOL DISTRICT, A LEARNING COMMUNITY RICH IN DIVERSITY AND COMMITTED TO EXCELLENCE, IS TO EDUCATE ALL STUDENTS BY PROVIDING RIGOROUS EDUCATIONAL OPPORTUNITIES TO BECOME RESPONSIBLE, PRODUCTIVE, LIFE-LONG LEARNERS IN A GLOBAL SOCIETY.*

**3. ADVISEMENT**

By notice of the President, Board Members are advised that all votes shall be regarded as roll call votes. The minutes should also note that public notice was given for this meeting in accordance with Act 93 of 1998, Section 1. School Board meetings shall proceed in accordance with School Board policy.

**4. ROLL CALL**

**Board of School Directors**

J. Neil Campbell, President - present	(Finance & Operations Committees)
James L. Fox, Vice President - present	(Community & Student Relations Committee)
Diane M. Brownfield - present	(Education & Community & Student Relations Committees)
Stuart C. Deets - present	(Finance & Operations Committees)
James Hills - present	(Education Committee)
Laurie C. Knecht - present	(Operations Committee)
Dean A. Snyder – present (via telecom)	(Finance Committee)
Deborah L. Thompson - present	(Education & Community & Student Relations Committees)

**Solicitor**

Michael I. Levin, Esquire - present

**Administration**

Dr. Cathy Taschner, Superintendent of Schools - present  
Dr. Angelo Romaniello, Jr., Assistant to the Superintendent - absent  
Ronald G. Kabonick, Director of Business Administration | School Board Secretary - present  
Erika Zeigler, Director of Human Resources - absent  
Abdallah Hawa, Director of Technology - absent  
John Reid, Director of Pupil Services/Data & Assessment - absent  
Dave Krakower, Director of High School & Curriculum Instruction | Special Education (6-12) - absent  
Dr. Teresa Powell, Director of Middle School Education & Curriculum Instruction - absent  
Jason Palaia, Director of Elementary Education (3-5) | Special Education (K-5) - absent

**5. MOMENT OF SILENCE AND SALUTE TO THE FLAG**



**ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA**

**PUBLIC COMMENT ON AGENDA ITEMS**

The Board has requested all persons making comments on **agenda items** to list their name, address, telephone number and motion item(s) on the sheet provided. There is a three (3) minute limit per person. The Board does not take action or discuss items not appearing on the agenda. The Board values public comments and wishes to convey that although Board members cannot discuss items that are not on the agenda, they listen carefully and appreciate and value input from the public.

- 1) *Bob Beckershoff* forewarned the Board of his full expectation of an 8-0 unanimous vote to initiate suit against the former superintendent and athletic director. He feels that there is no other outcome, and any less than a unanimous vote would send a message to our students that crime *does* pay.

**MOTION ITEMS FOR APPROVAL**

Committee meeting action items considered routine will be enacted under one motion unless removed for separate action upon Board request. The purpose of the consolidated motion is to expedite Governing Board action on all consent items, which are not held for discussion. Items that have been held for discussion by the Governing Board will be enacted upon at the time the item is discussed.

1. **CONSENT AGENDA** (*Neil Campbell, School Board President*)  
**RECOMMENDED MOTION:** That the Board of School Directors approve the consent agenda items:

*Item(s) removed from Consent Agenda:*

Consent Agenda Approved Vote: 8-0-0
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- 2) Confidentiality Agreement between the C. C. I. U. and C. A. S. D.

Motion: James Fox

Second: Diane Brownfield

Vote: 8-0-0

2. **Confidentiality Agreement between the C. C. I. U. and C. A. S. D.**  
**RECOMMENDED MOTION:** That the Board of School Directors approve the Confidentiality Agreement between the Chester County Intermediate Unit and the Coatesville Area School District attached hereto. (*Enclosure 1*)

Confidential Agreement Between CCIU & CASD Approved Vote: 8-0-0
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Motion: Diane Brownfield

Second: Deborah Thompson

Vote: 8-0-0

3. **Resolution to Initiate Suit**  
**RECOMMENDED MOTION:** That the Board of School Directors authorize Levin Legal Group to initiate suit in the name of the School District against Richard W. Como; that the Board of School Directors authorize Levin Legal Group to initiate suit in the name of the School District against James Donato, and that the Board shall consider the Ethics and Whistleblower policies at its next meeting and recommend appropriate action. (*Enclosure 2*)

### **PUBLIC COMMENT**

The Board has requested that all persons making comments of public concern to list their name, address, telephone number and topic(s) on the sheet provided. There is a three (3) minute time limit per person.

1. *Fonz Newsuan* addressed a community concern involving the disciplinary action of a male employee. He feels that some of the District employees and students are being dealt with on an uneven playing field, and it is his belief that a Caucasian employee is being dealt with in such a way that an African American or minority employee would not. He said 'eyes are watching' and he asked the District to please deal with everyone on the same level regardless of the color of their skin. Mr. Newsuan referenced the racial unrest that the District has been dealing with over the past 15 months, and hopes the District will find ways to seek out and hire more qualified minority teachers to represent CASD.

### **ADDITIONAL BOARD MEMBERS' REPORTS**

Ms. Diane Brownfield acknowledged American Education Week which will conclude at the end of this week.

### **INFORMATION ITEM(S)**

### **ADJOURNMENT**

This meeting was adjourned at 6:27 p.m. on a motion by Diane Brownfield and seconded by Deborah Thompson.

Respectfully submitted,  
*Karen Jackson, Recording Secretary*

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Ronald G. Kabonick, School Board Secretary

*Anyone wishing to review the minutes verbatim should contact the School Board Secretary to request a copy of the digital/audio file.*

# *School Board Agenda*

## *Enclosure #2*

SUBSTITUTE TEACHER SERVICE  
2901 DUTTON MILL ROAD, SUITE 200  
ASTON, PA 19014

## AGREEMENT

This Agreement is made this 1<sup>st</sup> day of July, 2015 by and between SUBSTITUTE TEACHER SERVICE (hereafter "STS"), a duly registered Pennsylvania corporation with a place of business at 2901 Dutton Mill Road, Suite 200, Aston, Pennsylvania, and the COATESVILLE AREA SCHOOL DISTRICT (hereafter the "District"), a school district organized pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office at 3030 C. G. ZINN ROAD, THORNDALE, PA 19372.

WHEREAS, at various times the District requires the services of temporary employees to serve as substitute teachers in various schools in the District;

WHEREAS, STS is in the business of supplying temporary employees including, but not limited to, substitute teachers to schools; and

WHEREAS, STS and the District wish to enter into an agreement under which STS will supply substitute teachers to the District.

NOW, THEREFORE, for good and valuable consideration and with the intention of being legally bound, the parties to this Agreement hereby agree as follows:

1. STS will provide the District with substitute teachers to fill absences among the District's regular faculty. To lessen the administrative impact on the District of such absences, STS will provide the substitute teachers from a pool of individuals who are certified as teachers by the Commonwealth of Pennsylvania and who additionally maintain any and all other certifications required by the Commonwealth for teachers. STS will be responsible for: 1) interviewing all candidates for this pool and ensuring that they have the requisite qualifications including Act 24, Act 34, Act 114 and Act 151 and teaching certifications; 2) maintaining all records (including payroll) for the substitute teachers in the pool.

2. It is hereby understood and agreed that STS is acting in the capacity of an independent contractor of District in performing the services under this Agreement, and STS is not an agent, servant, partner, joint venturer, shareholder, or employee of District. Subject to any reasonable rules and regulations established by District with regard to the performance of

those services, STS shall be free to exercise STS's discretion and judgment as to the manner in which STS performs the services hereunder.

3. Each party hereto shall advise its employees that they are not the employees of the other party hereto, and are not entitled to such employment, unless and until such employees are hired by the Board of Directors of the other party hereto and they are notified in writing to that effect. In no event shall STS and District be deemed "joint employers." Each of the parties hereto is solely responsible to hire, assign, promote, discipline, and terminate its own employees.

4. STS agrees that its employees assigned to District shall follow District's policies pertaining to:

- a. Student confidentiality;
- b. Student welfare;
- c. Use of electronic devices;
- d. Unlawful harassment of students and employees;
- e. Civility;
- f. Attire and appearance;
- g. Drugs and alcohol;
- h. Weapons; and
- i. Health and safety in the workplace.

District agrees to provide all applicable policies to STS employees assigned to District.

5. As the employer of the substitute teachers in the pool, STS will maintain all requisite payroll services, FICA insurance, unemployment compensation insurance and workers' compensation insurance.

6. Insurance.

a. Unless waived in writing by District, STS shall purchase from and maintain with a reputable company or companies lawfully licensed and authorized to do business in the Commonwealth of Pennsylvania, upon such terms and conditions as are satisfactory to District, in its sole discretion, the following policies of insurance:

i. Comprehensive commercial liability insurance insuring against claims for damages resulting from bodily injury, sickness or disease of any person and claims for damages or injury to or destruction of property, and all other claims customarily covered

under a comprehensive policy, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and subject to an aggregate limit of Three Million Dollars (\$3,000,000.00) per annum;

ii. Workers' compensation insurance in such amounts and upon such terms as may be required under any workers' compensation, disability benefit or other similar employee benefit Laws; and

iii. Insurance against claims of any Indemnitee pursuant to the indemnification provisions of this Agreement, subject to a limit satisfactory to District.

b. The insurance required by Subsection a. above shall include District as an additional insured and shall be in a form and with companies satisfactory to District. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment of the Fee. Certificates of insurance, evidencing the insurance required herein, shall be filed with District prior to commencement of the Services, and as otherwise requested by District (together with a certified copy of the policy, if so requested). The certificates of insurance provided to District hereunder shall provide that coverage afforded under the applicable policies will not be cancelled, modified, or allowed to expire until at least thirty (30) days' prior written notice has been given to District.

7. Indemnification of STS. To the fullest extent permitted by applicable Laws, STS shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless, and, if so requested, defend District and its employees, officers, directors, agents, representatives, and their respective heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the Services set forth in this Agreement, (ii) the actions or inactions of STS and/or its employees, contractors, and agents, and (iii) the breach by STS of any agreement, covenant, representation, or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees, including, but not limited to, any responsibility for pay or play penalties or shared responsibility payments pursuant to the Affordable Care Act, the imposition of any monetary payments due and owing to PSERS,) any finding pursuant to the Internal Revenue Code or PSERS that the STS employees assigned to District pursuant to this Agreement are deemed employees of District.

8. STS is responsible to hire, supervise, and assign its employees to carry out the duties STS is contracted to perform on behalf of the District under the terms and conditions of the Agreement; provided that STS shall not assign an employee to a location over the objection of the District, unless STS determines that the basis of the District's objections are illegal,

contrary to law, or otherwise impossible for being efficiently or practically implemented by STS. Further, STS agrees that the District reserves the right to reject any substitute teacher provided to cover an absence if the substitute teacher does not adequately perform the duties required of the teacher who is absent or if it is not in the best interest of the District to have that particular substitute teacher working in a school in the District.

9. STS agrees that the substitute teachers who will be provided to the District pursuant to this Agreement shall neither accrue seniority in the District nor length of service credit for the purpose of tenure under the Public School Code of 1949, as amended, for all periods that they are employees of STS and are not on the District's payroll. The substitute teachers further shall not obtain the status of a participant in any pension program including, but not limited to, the Public School Employees Retirement Fund.

10. The District agrees that STS shall be the sole and exclusive provider of per diem substitute teachers for the term of this Agreement. The District accordingly agrees that for the term of this Agreement, the District may not and shall not obtain or use any per diem substitute teachers except for those provided by STS. District has the right to contract per-diem substitutes in the event STS fails to provide adequate coverage for the District.

11. The District agrees that for every substitute teacher who is provided by STS pursuant to this Agreement the following rates will apply.

Personnel Provided	District Billed	
	Full Day	Half Day
Per Diem Substitute	\$132.75	\$66.38

12. A half day is the minimum amount due unless the substitute teacher is rejected by the District. STS shall invoice the District twice a month. Payment shall be wired to STS by the Friday following invoice delivery. If payment is not received by the tenth (10<sup>th</sup>) day after the latest week ending invoice date, a 1% late fee will be assessed on all outstanding invoices and service will be interrupted.

13. The amount to be paid for each substitute pursuant to this Agreement includes STS's cost of state-mandated employer taxes, unemployment taxes and workers' compensation insurance. Should the aforementioned taxes, unemployment compensation, workers' compensation or other insurance costs increase, and STS accordingly increases the amount due under this Agreement, the District has the option of terminating this Agreement by providing thirty (30) days written notice to STS within fourteen (14) days after the increase.

14. STS shall supply an Overall Efficiency Rating report to the District by the tenth (10th) day of each month starting in October 1, 2015. Overall Efficiency Rating is defined as the percentage of vacancies that is filled by substitute teachers supplied by STS. It shall be

calculated from September 1, 2015 through the last complete week of each month for the term of this Agreement, except that it shall not include days on which the county in which the District is located is affected by a flood, blizzard, related natural disaster, or on which the District is involved in a job action or strike. If job action or strike would occur, District has right to contract substitutes provided by STS.

If STS fails to achieve on Overall Efficiency Rating from September 1, 2015 through June 30, 2017 of at least eighty-five (85%) percent, the District may terminate this Agreement by providing thirty (30) days written notice to STS within fourteen (14) days of receiving the final Overall Efficiency Rating report from STS.

15. Assignment and Subcontracting. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. STS shall not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without prior written consent of District, which consent may be withheld at the sole discretion of District. STS shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without the prior written consent of District, which consent may be withheld at the sole discretion of District.

16. Termination for No Cause. District and STS shall each have the right to terminate this Agreement, for any or no reason, at any time, upon no less than ninety (90) days' prior written notice thereof to the other party. Upon the delivery of written notice of termination by either party, STS shall promptly cease performance of the Services hereunder except for those Services reasonably required to transition responsibility for said Services over to District, and shall provide an accounting thereof through the termination date.

17. Any notice (which does not include invoices) required to be given pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight delivery service, to the appropriate party at the following addresses or any different address if written notice of such a change has been delivered to the other party:

STS:                                 SUBSTITUTE TEACHER SERVICE  
   Jay G. Godwin, President  
   2901 Dutton Mill Road, Suite 200  
   Aston, PA 19014

District:                             COATESVILLE AREA SCHOOL DISTRICT  
   Ronald Kabonick, Business Administrator  
   3030 C. G. Zinn  
   Thorndale, PA 19372



18. The execution of this Agreement shall revoke and render null and void any prior agreements entered into between the parties for the provision of substitute teachers and additionally render null and void any provisions of any prior agreements, written or oral, between the parties inconsistent with this Agreement.

19. This Agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania.

20. This Agreement constitutes the entire agreement between the parties and shall not be modified by any oral or written representations, documents or agreements express or implied. Only a writing executed jointly by the parties to this Agreement may modify this Agreement.

21. If any provision of this Agreement is held to be invalid, this shall not affect any other provisions, which shall continue in full force and effect.

22. This Agreement may not be assigned.

23. This Agreement is effective from July 1, 2015 through June 30, 2017. This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, assigns and successors.

24. 18. By executing this Agreement, each party acknowledges receipt of a duly executed copy.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound, have set their hand and seal on the day and date first set forth above.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
SUBSTITUTE TEACHER SERVICE, INC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
COATESVILLE AREA SCHOOL DISTRICT

Date: \_\_\_\_\_

SUBSTITUTE TEACHER SERVICE  
2901 DUTTON MILL ROAD, SUITE 200  
ASTON, PA 19014

**AGREEMENT ADDENDUM**

This Agreement is made this 7<sup>th</sup> day of October, 2014 by and between SUBSTITUTE TEACHER SERVICE (hereafter "STS"), a duly registered Pennsylvania corporation with a place of business at 2901 Dutton Mill Road, Suite 200, Aston, Pennsylvania, and the COATESVILLE AREA SCHOOL DISTRICT (hereafter the "District"), a school district organized pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office at 3030 C. G. ZINN ROAD, THORNDALE, PA 19372

Upon execution of this contract by both parties, the District agrees to notify Frontline Technologies, Inc. to grant administrative access to STS for the District's Aesop System. STS will review configuration setting in order to align STS systems with the District's Aesop system. STS agrees not to change settings, import or extract data or make any other changes without express permission from the District's Aesop Administrator.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound, have set their hand and seal on the day and date first set forth above.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
SUBSTITUTE TEACHER SERVICE, INC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
COATESVILLE AREA SCHOOL DISTRICT

Date: \_\_\_\_\_

# *School Board Agenda*

## *Enclosure #3*



Agreement is Not  
Valid Unless  
Executed by CNE

**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions**

**COATESVILLE AREA SCHOOL DISTRICT ("Customer") AND CONSTELLATION NEWENERGY, INC. ("CNE") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to CNE, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Passed Through
Transmission Costs	Passed Through
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include CNE's credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs will be passed through to you. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date",

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unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the Utility for Utility charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility. Your invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

**Certain Warranties.** You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12 month period is greater than 25 kilowatts, and that electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 1-888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Consumer Protections, State Public Utility Commission, and UDC Information.** If you are a Pennsylvania consumer, you acknowledge provisions of the UDC's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the UDC's disclosure of Customer-specific information to electric generation suppliers, and you agree to prohibit the disclosure of any such information to any electric generation supplier other than CNE during the term of this Agreement. You may change this election at any time by contacting the UDC. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Philadelphia Electric Company	PECO	1-800-841-4141

Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6<sup>th</sup> Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.

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CNE Sales Rep: Matthew Restaino 33184.16915.0 Printed: 12/2/2014

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**CONSTELLATION NEWENERGY, INC.**

**Customer: Coatesville Area School District**

By:

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Address: 1221 Lamar St. Suite 750  
Houston, TX 77010  
Attn: Contracts Administration

Date:

Address: 545 East Lincoln Highway  
Coatesville, PA 193205404

Fax: 888-829-8738

Fax:

Phone: 888-635-0827

Phone:

Email:

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## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO on load served by us in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the

renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory. Beginning on June 1, 2013, several Pennsylvania UDCs (i.e. Met.Ed, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting the Transmission Cost Enhancement Charges on Customer's Delivery Charges. Our contract price(s) for Accounts in the aforementioned UDCs will reflect the cost for any applicable Transmission Cost Enhancement Charges, if any, until May 31, 2013. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting Transmission Cost Enhancement Charges and we again become responsible for collecting them, we will pass those costs through to you.

**"Transmission Loss Credits"** means your share of amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months immediately preceding our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days

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written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

**4. Remedies upon default.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events

**7. Indemnification obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely

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upon your own analysis (or that of your advisors) and not on information or statements from us.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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**ACCOUNT SCHEDULE:**

**For: Coatesville Area School District**

**The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on December 2, 2014**

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is **COMPLETE** and **ACCURATE**.

Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: 11

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
PECO	0178201804	256 Reeceville Rd, N. Brandywine/friendship, Coatesville, PA 193201520	07/08/15	07/06/17	\$0.05107
PECO	1078600704	1029 E Lincoln Hw, Coatesville, PA 193203539	07/09/15	07/09/17	\$0.05107
PECO	2648200903	Modulars, 248 Reeceville Rd, Coatesville, PA 193201520	07/08/15	07/06/17	\$0.05107
PECO	3587800906	600 Doe Run Rd, E Fallowfield, PA 193204237	07/23/15	07/23/17	\$0.05107
PECO	5425600507	248 Reeceville Rd, Coatesville, PA 193201520	07/08/15	07/06/17	\$0.05107
PECO	5427097064	Modulars, 841 W Kings Hwy, Coatesville, PA 193201714	07/10/15	07/10/17	\$0.05107
PECO	6360900209	Olive St E/o 8th St, Coatesville, PA 193202431	07/27/15	07/25/17	\$0.05107
PECO	6362501404	545 E Lincoln Hw, New, Coatesville, PA 193205404	07/09/15	07/09/17	\$0.05107
PECO	6710023006	Ht Serv, 1113 W Lincoln Hwy, Coatesville, PA 193201836	07/17/15	07/17/17	\$0.05107
PECO	7278201100	2254 Strasburg Rd, E F Elem, E Fallowfield, PA 193204437	07/23/15	07/23/17	\$0.05107
PECO	8214801206	Doe Run Rd, New, Coatesville, PA 193204279	07/23/15	07/23/17	\$0.05107

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.**

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**Payments to Certain Third-Parties:** You acknowledge and understand that:

- We are making a payment to Provident Energy Consulting in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Provident Energy Consulting
- Provident Energy Consulting is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Provident Energy Consulting.

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# *School Board Agenda*

## *Enclosure #4*

# COATESVILLE AREA SCHOOL DISTRICT ENROLLMENT REPORT

Date: 12/1/14

Current Building Name	01	02	03	04	05	06	07	08	09	10	11	12	K	Total
CALN ELEMENTARY	93	99	92	102	120								102	608
COATESVILLE AREA SENIOR HIGH SCHOOL									548	521	551	504		2124
EAST FALLOWFIELD ELEMENTARY	47	69	60	58	54								56	344
FRIENDSHIP ELEMENTARY	69	69	64	76	64								67	409
KINGS HIGHWAY ELEMENTARY	92	112	89	81	93								104	571
NORTH BRANDYWINE MIDDLE SCHOOL						158	163	158						479
RAINBOW ELEMENTARY	145	137	145	135	144								137	843
REECEVILLE ELEMENTARY	77	74	86	91	85								78	491
SCOTT MIDDLE SCHOOL						172	166	167						505
SOUTH BRANDYWINE MIDDLE SCHOOL						198	215	229						642
	523	560	536	543	560	528	544	554	548	521	551	504	544	7016

**ABOVE TOTALS INCLUDE:**

ALTERNATIVE EDUCATION PROGRAM									1		32	18		51
COATESVILLE CYBER LEARNING ACADEMY						1	2	3	3	6	18	19		52
														103

# CASD CHARTER SCHOOL ENROLLMENT REPORT

Date: 12-1-14

Current Building Name	Current Building	01	02	03	04	05	06	07	08	09	10	11	12	K	Total
21ST CENTURY CYBER CHARTER SCHOOL	5011							3	1	3	1	4	2		14
ACHIEVEMENT HOUSE CHARTER SCHOOL (CYB	5012								1		1	2			4
AGORA CYBER CHARTER SCHOOL	5025	2	1	5	1	3	4	1	4	5	4	6	2	2	40
AVON GROVE CHARTER SCHOOL	5013	10	14	12	14	24	19	20	13	16	17	11	10	12	192
CHESTER COUNTY FAMILY ACADEMY	5014	8	5											9	22
COLLEGIUM CHARTER SCHOOL	5015	195	144	122	119	115	88	86	75	62	47	48	27	155	1283
COMMONWEALTH CONNECTIONS CYBER CHAR	5016	3	1	1	5	2	3	5	5	3	3	3	2	1	37
EDUCATION PLUS ACADEMY CYBER CS	8128			1										1	2
PA CYBER CHARTER SCHOOL, THE	5019	3	5	2	3	4		1	7	5	3	1	1		35
PA DISTANCE LEARNING CHARTER SCHOOL	5027								2			1			3
PA LEADERSHIP CYBER CHARTER SCHOOL	5020	2	4	2	5	7	7	8	9	16	14	8	10	4	96
PA VIRTUAL CYBER CHARTER SCHOOL	5021	2		1	2		1	3	1	1	1	1	1	1	15
RENAISSANCE	5022		1				1	1	1		1			3	8
		225	175	146	149	155	123	128	119	111	92	85	55	188	1751



*This concludes*

*the*

*Packet*

*for*

*Thursday*

*December 4, 2014*