

*Coatesville Area School District
Operations Committee*



Members

James Hills, Chair
Robert Marshall, Jr.
Ann Wuertz

2018

Operations Committee Agenda

Coatesville Area Senior High School Auditorium

July 10, 2018 - 6:00 PM

(1st Committee Meeting of the Evening)

CHAIRPERSON: James Hills
BOARD MEMBERS: Robert Marshall, Jr. and Ann Wuertz
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: _____

APPROVAL of MINUTES

Approval of the June 12, 2018 Operations Committee meeting minutes. ([Enclosure](#))

Motion: _____ Second: _____ Vote: _____

AGENDA ITEMS

A. Request for Waiver of Fees:

RECOMMENDED MOTION: That the Board of Directors approve the request for waiver of fees from the Coatesville Soccer program to host an indoor winter soccer futsal league. The event occurs during custodial working hours. ([Enclosure](#))

INFORMATIONAL ITEM(S)

- ❖ Facilities Update on Summer Projects: Randall Glass, Director of Facilities
- ❖ Food Service Comparison Report as of June 30, 2018 ([Enclosure](#))
- ❖ Enrollment Report ([Regular](#) & [Charter](#))

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT _____

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

Operations Committee Minutes

Coatesville Area Senior High School Auditorium

June 12, 2018 - 6:00 PM

(2nd Committee Meeting of the Evening)

CHAIRPERSON: James Hills
BOARD MEMBERS: Robert Marshall, Jr. and Ann Wuertz
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: 6:22 pm

APPROVAL of MINUTES

Approval of the May 10, 2018 Operations Committee meeting minutes. (*Enclosure*)

Motion: James Hills **Second:** Robert Marshall **Vote:** 3-0

AGENDA ITEMS

A. Request for Waiver of Fees Red Raider Football Camp

RECOMMENDED MOTION: That the Board of School Directors approve the request for full waiver of facilities and custodial fees in the amount as amended for the Red Raider Football Camp being hosted by the Football Booster Club. (*Enclosure*)

Motion: James Hills **Second:** Robert Marshall **Vote:**

B. Request for Waiver of Fees Cross Fit Challenge

RECOMMENDED MOTION: That the Board of School Directors approve the request for waiver of fees for facilities use in the amount of \$8,142 for the Cross Fit Challenge being hosted by the Football Booster Club. (*Enclosure*)

Motion: Robert Marshall **Second:** James Hills **Vote:** 3-0

C. Girls Volleyball Booster Club Proposal

RECOMMENDED MOTION: That the Board of School Directors approve the request for the formation of a volleyball booster club (*Enclosure*)

Motion: Robert Marshall **Second:** James Hills **Vote:** 3-0

INFORMATIONAL ITEM(S)

- Technology update

OLD BUSINESS

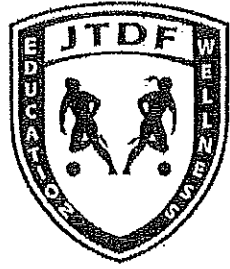
NEW BUSINESS

PUBLIC COMMENT

- Catherine Courreges

ADJOURNMENT 6:44 PM

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
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June 26, 2018

Coatesville Area School District
3030 CG Zinn Road
Thorndale, Pa 19372

Dear Coatesville Area School District:

We are reaching out to request a waiver of all fees for our Coatesville Soccer Winter Program. We will be using district gyms (approved through the application for use of school facilities process) from January 15th to February 28, 2019 on every Tuesday and Thursday evening, 6-9 pm.

The program is led by the JT Dorsey Foundation, along with the Coatesville High School Soccer Booster Clubs, and is a FREE opportunity offered to all Coatesville students from middle school to high school. The program includes activity, training, futsal games, and bonding. In addition, it offers a great alternative to 'down time' during the winter months and promotes an active and interactive option to the young adults in our community.

We had an excellent inaugural year and truly appreciate the support the Coatesville School District provided as we set the groundwork to this important program.

Attached is the Coatesville Soccer Winter Program Overview for your review. Please email or call me with any questions.

Note that we provided the 2018 insurance with our facility request application, however, will provide up to date insurance information closer to the start of 2019.

We thank you for your consideration,
Amy McFarland
CVBoysSoccer@aol.com
610-908-7124

COATESVILLE AREA WINTER SOCCER PROGRAM
OVERVIEW: Program Objective, Requirements, and Mission 2018/2019

To: Coatesville Area School District

From: Coatesville United / JT Dorsey Foundation / Coatesville High School Soccer

Subject: Proposal to continue Indoor Winter Soccer Futsal League 2018-2019

Objective: To create off-season Soccer Training opportunities that would be convenient and accessible to all Coatesville Boys and Girls Soccer players. We see this program as a means to bridge the gap between the Coatesville United Soccer Program that currently goes up to 6th grade, the Middle School Soccer Teams (7th & 8th graders) and the High School Teams. We envision this Futsal League as a means to provide both training and bonding for current and future Red Raiders.

- Facilities: We are requesting access to any of the Coatesville School District's Gymnasiums. Ideally the Scott Middle School gym on both Tuesday and Thursday from January 15th- February 28, 2019
- Training Dates: January 15, 2019 through February 28, 2019
- Training Frequency: Two days a week (Requesting Tuesday & Thursday @ Scott Middle School)
- Training Times Window: 6:00 PM to 9:00 PM
- Training Sessions: Each session will focus on skills development and small sided games.
- Player Eligibility: Any current 6th grade through 11th Grade (Girls & Boys) student in the Coatesville Area School District.
- Number of participants: This will be determined by the size of the facilities and the number of Coaches/Trainers/Volunteers available. It's our hope that we would not have to turn anyone away.
- Training Cost Fees: Free
- Coaches and Trainers: Will be a combination of High School Coaches, Middle School Coaches, Accredited Trainers and parents who have Coaching Experience.
- All Adult participants will be subject to a Background check required by the JT Dorsey Foundation.
- Soccer Training Equipment: Will be provided by: Coatesville United, Coaches or parents.
- All players will be required sign a Waiver of Liability protecting the School District and any Coach/Trainer associated with the program.
- All participants will be required to sign a letter of Conduct that will outline the programs expectations of the program.
- One of the goals of this program is for the Senior Players to take on Leadership/Mentoring roles for the younger players.
- We have strong support from the High School Soccer Booster Clubs, High School & Middle School Soccer Coaches and Coatesville Alumni.

We believe that this is a much needed program in our Community and the first year was a great success! It's our hope that our Futsal League will continue to provide the foundation on which we

COATESVILLE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED: July 25, 2017

REVISED: January 23, 2018

707-AR-2. APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Organization: JT Dorsey Foundation Date: 6/18/2018

Billing Address: 1014 Cheerington Drive
Harrisburg, PA 17110

Nonprofit Organization:	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Contact: Amy McFarland

Building Requested: 610.908.7124

Location Requested: Scott Middle School

High School	Middle School	Elementary Centers
Classroom(s) _____	Classroom(s) _____	Classroom(s) _____
Gymnasium _____	Gymnasium <input checked="" type="checkbox"/>	All Purpose Room - Whole _____
Auxiliary Gym _____	Pool _____	All Purpose Room - Half _____
Auditorium _____	Auditorium _____	Kitchen _____
Library _____	Library _____	Library _____
Lobby _____	Lobby _____	Lobby _____
Athletic Field(s) _____	Athletic Field(s) _____	Athletic Field(s) _____
Specify Field _____	Specify Field _____	Specify Field _____
Swimming Pool _____	Swimming Pool <u>NA</u>	Swimming Pool <u>NA</u>
Cafeteria _____	Cafeteria _____	Cafeteria _____
Other _____	Other _____	Other _____

Dates Requested: January 15th - February 28, 2019

Please note: For those organizations requesting outdoor facilities, please complete two applications - one for the Fall and one for the Spring.

Days Requested: S M T W TH F S

Times: From 6 PM To 9 PM

Reason for Use: Coatesville Area Futsal Soccer Program

Requirements needed (safety equipment, police, custodial): _____

Expected Attendance: 175 approx. Will admission be charged? Yes No If Yes, amount _____

Handwritten signature/initials

707-AR-2. APPLICATION FOR USE OF SCHOOL FACILITIES - Pg. 2

A waiver of fees in the amount of All fees is being requested for the following reasons:

A free program for Coatesville students

I have read the rules, administrative regulations and Board policy on Use Of School Facilities, and I understand that these are a condition of the lease; and I understand that when the application is properly approved, it is a lease, in fact. I understand that failure to abide by the rules, administrative regulations and Board policy on Use Of School Facilities will result in the immediate discontinuance of use privileges. In addition, our organization agrees to pay the full cost of any damage caused by our group to any of the district's facilities, as well as any cost incurred by the district to bring any facility back to the condition in which it was found.

Furthermore, my organization forever releases the district, its Board of Education, agents, employees and servants from all claims, actions and charges whatsoever arising out of the event(s) conducted on the above-mentioned day(s) for which this application is being submitted. My organization will defend all actions, suits, complaints or legal proceedings of any kind brought against the Board of Education and any of its agents, servants, or employees and further will hold harmless and indemnify the said Board and district from any expense and judgments or decrees recovered against them as a result of said use of these facilities.

Signature: [Signature] Title: Community Outreach, volunteer
Address: 121 Oak Lane, Coatesville PA 19320 Phone: 610-908-7124
On-site representative (person in charge): Ron Bernardo
Approved by: [Signature] Date: 6/28/18

COATESVILLE AREA SCHOOL DISTRICT ENROLLMENT REPORT

Date: 6/30/18

Current Building Name	01	02	03	04	05	06	07	08	09	10	11	12	K	Total
CALN ELEMENTARY	77	90	82	63	72								79	463
COATESVILLE AREA INTERMEDIATE HS									485	428				913
COATESVILLE AREA SENIOR HIGH SCHOOL											474	417		891
COATESVILLE CYBER ACADEMY							7	14	19	25	28	43		136
EAST FALLOWFIELD ELEMENTARY	55	43	38	50	67								58	311
FRIENDSHIP ELEMENTARY	56	56	55	60	42								49	318
KINGS HIGHWAY ELEMENTARY	66	66	77	81	71								65	426
NORTH BRANDYWINE MIDDLE SCHOOL						124	141	125						390
RAINBOW ELEMENTARY	139	102	136	132	126								125	760
REECEVILLE ELEMENTARY	65	65	63	80	69								68	410
SCOTT MIDDLE SCHOOL						106	132	142						380
SOUTH BRANDYWINE MIDDLE SCHOOL						189	182	195						566
	458	422	451	466	447	419	462	476	504	453	502	460	444	5964

CASD CHARTER SCHOOL ENROLLMENT REPORT

6/30/2018

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						1	3	3	4	4	3	6		24
ACHIEVEMENT HOUSE CYBER CS	5012								1	2	1	1	1		6
AGORA CYBER CHARTER SCHOOL	5025		1	1	1	2	6	2	3	3	5	4	1		29
AVON GROVE CHARTER SCHOOL	5013	15	33	32	23	37	23	24	30	31	18	13	11	21	311
CHESTER COUNTY FAMILY ACADEMY	5014	9	10				1		1					15	36
COLLEGIUM CHARTER SCHOOL	5015	213	230	162	210	168	160	136	126	97	84	62	51	184	1883
COMMONWEALTH CHARTER ACADEMY CS	5016		1	1	2	2	2	5	3	3	4	3	1		27
DR. ROBERT KETTERER CS (court placed)	5031											1			1
INSIGHT PA CYBER CHARTER SCHOOL	8140	1					1		2	3	1				8
PA CYBER CHARTER SCHOOL, THE	5019	2	2		1		2	2	1	1		2	1	4	18
PA DISTANCE LEARNING CHARTER SCHOOL	5027				1				1			2			4
PA LEADERSHIP CYBER CHARTER SCHOOL	5020	1	3	3	2	6	12	8	12	11	9	20	13	2	102
PA VIRTUAL CYBER CHARTER SCHOOL	5021	1	3	1	4	2	2	3		3	1		1	2	23
REACH CYBER CHARTER SCHOOL	8136	1	4		1	1		2	1	1		1		2	14
RENAISSANCE	5022		2			1					1	1		1	6
		243	289	200	245	219	210	185	184	159	128	113	86	231	2492

Previous Year
21
5
30
247
27
1712
23
1
0
23
2
101
17
10
6
2225
267

*Coatesville Area School District
Finance Committee*



Members

Dean Snyder, Chair
Robert Fisher
James Hills

2018

Finance Committee Agenda

Coatesville Area Senior High School Auditorium

July 10, 2018 - 6:00 PM

(2nd Committee Meeting of the Evening)

CHAIRPERSON: Dean Snyder
BOARD MEMBERS: Robert Fisher and James Hills
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: _____

APPROVAL of MINUTES

Approval of the June 12, 2018 Finance Committee meeting minutes. ([Enclosure](#))

Motion: _____ Second: _____ Vote: _____

AGENDA ITEMS

A. Financial Statements

RECOMMENDED MOTION: That the Board of School Directors approve the enclosed financial statements and the bills payable list, as presented. ([Enclosure](#))

B. Donation for Caln Maker Space

RECOMMENDED MOTION: That the Board of School Directors accept the donation of supplies and equipment for a STEM maker spaced in memory of Jeni Stanley, beloved Caln teacher. The donation is valued at approximately \$5,500. ([Enclosure](#))

C. Donation for Scott Middle School Lunch Accounts

RECOMMENDED MOTION: That the Board of School Directors accept the donation in the amount of \$300 from the Scott Middle School PTO to be used towards Scott Middle School lunch accounts. (Scott MS PTO received the donation from Coatesville Area Interfaith Coalition. ([Enclosure](#)))

D. Donation from Track & Field Coaches Association of Greater Philadelphia

RECOMMENDED MOTION: That the Board of School Directors accept the donation from the Track & Field Coaches Association of Greater Philadelphia. ([Enclosure](#))

E. Agreement with Element Environmental Solutions

RECOMMENDED MOTION: That the board of School Directors approve the Agreement with Element Environmental Solutions to perform asbestos inspections and serve as the Designated Person for asbestos related issues from July 2018 through June 2022 for the District at a cost of \$5,545 per year. ([Enclosure](#))

F. Agreement with The Protection Bureau

RECOMMENDED MOTION: That the board of School Directors approve the Agreement with The Protection Bureau for fire and burglar security monitoring as presented. ([Confidential Enclosure](#))

G. Human Resources Report

RECOMMENDED MOTION: That the Board of School Directors approve the resignations, appointments, new positions, leaves of absence, transfers, changes of status and corrections, as outlined below:

1. Resignations - Regular and Extra Duty

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

a. ADMINISTRATION

- 1) Sturdivant, Stephanie, Principal for Reeceville Elementary School. Letter Dated: 6/27/2018. Reason: Personal. Effective: TBD.

b. CATA

- 1) Allen, Nicholas, Teacher for North Brandywine Middle School. Letter Dated: 6/29/2018. Reason: Personal. Effective: 8/2/2018.
- 2) Barbarin, Virginia, Teacher for East Fallowfield Elementary School. Letter Dated: 6/25/2018. Reason: Personal. Effective: 6/25/2018.
- 3) Lee, Shawn, Teacher for South Brandywine Middle School, North Brandywine Middle School, and Scott Middle School. Letter Dated: 6/21/2018. Reason: Personal. Effective: 6/21/2018.
- 4) Moncrief, Lisa, Teacher for East Fallowfield Elementary School. Letter Dated: 6/29/2018. Reason: Personal. Effective: 6/29/2018.
- 5) Neubauer, Jaclyn, Teacher for Scott Middle School. Letter Dated: 6/25/2018. Reason: Personal. Effective: 6/25/2018.
- 6) Yi, James, Teacher for Caln Elementary School. Letter Dated: 6/21/2018. Reason: Personal. Effective: 6/21/2018.

c. EXTRA DUTY

- 1) Hughes, Gabriel, Student Council Advisor for the Coatesville Area High School Campus. Letter Dated: 6/12/2018. Reason: Personal. Effective: 6/12/2018.
- 2) Hughes, Gabriel, Junior Class Advisor for the Coatesville Area Senior High School. Letter Dated: 6/12/2018. Reason: Personal. Effective: 6/12/2018.
- 3) Smith, Carl, Assistant Cross Country Coach for the Coatesville Area High School Campus. Letter Dated: 6/25/2018. Reason: Personal. Effective: 6/25/2018.

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

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

a. CATA

- 1) Rosoff, Janet, School Psychologist for the Coatesville Area School District. Posted: 1/3/2018. Salary: \$56,331. Level: M+60. Step: 4. Temporary Professional Contract. Degree—BA Psychology, Temple University; MS—Counseling Psychology, University of Pennsylvania; Doctor of Philosophy and School Psychology, Temple University. Certification: Educational Specialist School Psychologist PK-12. Effective: 2018—2019 School Year. SP4: Approved. Pending 168 Forms.

b. EXTRA DUTY

- 1) Brosius, William, Summer School Teacher for the Coatesville Area Senior High School. Posted: 1/23/2018. Salary: \$33/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 2) Cumens, Christine, Summer School Food Service Substitute for the Coatesville Area School District. Posted: 6/4/2018. Salary: \$11/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 3) Lindquist, Anne, ESY Aide Substitute for the Coatesville Area School District. Posted: 1/22/2018. Salary: \$12.50/hour. Effective: 6/25/2018—8/2/2018. SP4: Approved. Pending 168 Forms.
- 4) McCarthy, Dennis, Summer School Teacher for the Coatesville Area Senior High School. Posted: 1/23/2018. Salary: \$33/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 5) Thompson, Jacqueline, ESY Substitute Teacher for the Coatesville Area School District. Posted: 1/22/2018. Salary: \$33/hour. Certifications: Special Education PK-12, Elementary K-6. Effective: 6/25/2018—8/2/2018. SP4: Staff.

3. **Change of Status**

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

a. ADMINISTRATION

- 1) Colf, Jeffery, move from Principal for South Brandywine Middle School to Assistant Principal for the Coatesville Area Senior High School. Posted: 4/25/2018. Effective: TBD. SP4: Staff.

INFORMATIONAL ITEM(S)

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT _____

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

Finance Committee Minutes

Coatesville Area Senior High School Auditorium

June 12, 2018 - 6:00 PM

(1st Committee Meeting of the Evening)

CHAIRPERSON: Dean Snyder (Robert Fisher)
BOARD MEMBERS: Robert Fisher (Thomas Keech) and James Hills
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: 6:02 pm

APPROVAL of MINUTES

Approval of the May 7, 2018 Finance Committee meeting minutes. (Enclosure)

Motion: Robert Fisher **Second:** James Hills **Vote:** 3-0

AGENDA ITEMS

A. Financial Statements

RECOMMENDED MOTION: That the Board of School Directors approve the enclosed financial statements and the bills payable list, as presented. (Enclosure)

Motion: James Hills **Second:** Thomas Keech **Vote:** 3-0

B. Gift Donation

RECOMMENDED MOTION: That the Board of School Directors approve the acceptance of the donations to CAIHS as presented:

Chick-Fil-A 100 Free Meal Cards
Wawa: 32 Hot Beverage Coupons

Motion: Thomas Keech **Second:** James Hills **Vote:** 3-0

C. Revised Lease with Art Partners

RECOMMENDED MOTION: That the board of School Directors approve the revised lease with Art Partners Studio for space in the Benner Building from July 1, 2018 through December 31, 2018. (Enclosure)

Motion: Thomas Keech **Second:** James Hills **Vote:** 3-0

D. Revised Lease with The Newlin Foundation

RECOMMENDED MOTION: That the board of School Directors approve the revised lease with The Newlin Foundation for space in the Benner Building from July 1, 2018 through June 2021. (Enclosure)

Motion: Thomas Keech **Second:** James Hills **Vote:** 3-0

E. CCIU Occupational Education Budget

RECOMMENDED MOTION: That the board of School Directors approve the CCIU Occupational Education Budget, as presented. Estimated cost for 2018-19 for CASD is \$3,362,634. (Enclosure)

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

F. Revised Agreement with Brandywine Hospital for Athletic Training Services

RECOMMENDED MOTION: That the board of School Directors approve revision of the Agreement with Brandywine Hospital to provide athletic training services from August 1, 2018 through July 31, 2020 at a cost of \$40,000 per trainer provided. (Enclosure)

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

G. School Datebooks

RECOMMENDED MOTION: That the board of School Directors approve the Agreement with School Datebooks for planners for the CASH and CAIHS at a cost of \$2,499.50 per High School (Enclosure).

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

H. LifeTouch Commission Checks

RECOMMENDED MOTION: That the board of School Directors accept the LifeTouch Commission checks for Kings Highway Elementary School in the amount of \$992.

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

I. Graystone Academy Charter School

RECOMMENDED MOTION: That the board of School Directors accept the General Fund Escrow check from the County of Chester Prothonotary's Office for the remaining bond balance in the amount of \$7,945.57.

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

J. Advanced Protection Services for Security Services

RECOMMENDED MOTION: That the board of School Directors approve the Agreement with Advanced Protection Services to provide security services from July 1, 2018 through June 30, 2019 at a cost of \$26 per hour. (Enclosure)

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

K. EBS Healthcare Therapy Services

RECOMMENDED MOTION: That the board of School Directors approve the Agreement with EBS Healthcare to provide therapy services from July 1, 2018 through June 30, 2021. Rates vary per type of service provided. (Enclosure)

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

L. Human Resources Report

RECOMMENDED MOTION: That the Board of School Directors approve the resignations, appointments, new positions, leaves of absence, transfers, changes of status and corrections, as outlined below:

1. Resignations - Regular and Extra Duty

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

a. CATA

- 1) Brown, Marcus, Elementary Teacher for Caln Elementary School. Letter Dated: 5/29/2018. Reason: Personal. Effective: 6/8/2018.
- 2) Finn, Lawrence, Special Education Teacher for the Coatesville Area Senior High School. Letter Dated: 5/29/2018. Reason: Personal. Effective: 6/8/2018.
- 3) Stracinski, Kimberly, Elementary Teacher for Friendship Elementary School. Letter Dated: 6/1/2018. Reason: Personal. Effective: 6/8/2018.

b. CATSS

- 1) Bergen, Meredith, 5.75 Hour Aide for King's Highway Elementary School. Letter Dated: 6/3/2018. Reason: Personal. Effective: 6/7/2018.

2. New Appointments - Regular and Extra Duty

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

a. EXTRA DUTY

- 1) Allen, Nicholas, Summer School Teacher for the Coatesville Area School District. Posted: 1/23/2018. Salary: \$33/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 2) Juhas, Rhonda, Summer School Health Assistant for the Coatesville Area School District. Posted: 1/23/2018. Salary: \$18.50/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 3) Tassoni, Joseph, Summer School Teacher for the Coatesville Area School District. Posted: 1/23/2018. Salary: \$33/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.
- 4) Wilson-Stenz, Mary Jean Emily, Summer School Elementary Teacher for the Coatesville Area School District. Posted: 1/23/2018. Salary: \$33/hour. Effective: 6/25/2018—8/2/2018. SP4: Staff.

3. Leave(s) of Absence

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

a. CATA

- 1) Ross, Franklin, Teacher for the Coatesville Area Senior High School. Effective: 5/9/2018—5/25/2018.

b. FEDERATION

- 1) Nicholson, Joseph, Custodian for the Coatesville Area Senior High School. Effective: 5/23/2018—6/8/2018.

c. NON-CERT

- 1) Jackson, Karen, Recording Secretary for the Coatesville Area School District. Effective: 5/15/2018—6/12/2018.

4. **Leave(s) of Absence—Unpaid Personal**

RECOMMENDED MOTION: That the Board of School Directors approve the following Unpaid Personal Leave(s) of Absence as indicated:

a. CATA

- 1) Dzedzy, Jaclyn, Teacher for South Brandywine Middle School. Effective: 5/25/2018.
- 2) Kamara, Kara, Teacher for King's Highway Elementary School. Effective: 5/23/2018 half day; 5/25/2018 half day.

b. CATSS

- 1) Abele, Maureen, Principal's Secretary for North Brandywine Middle School. Effective: 5/25/2018.
- 2) Cotto, Ruth, 5.75 Hour Aide for King's Highway Elementary School. Effective: 5/25/2018; 5/29/2018.
- 3) Starcheski, Kimberly, 6.5 Hour Aide for Friendship Elementary School. Effective: 5/25/2018.

4. **Elimination of Position(s)**

RECOMMENDED MOTION: That the Board of School Directors approve the following elimination of positions:

a. EXTRA DUTY

- 1) Year Book Advisor for Rainbow Elementary School. Effective 2018-2019 School Year.

Motion: Thomas Keech

Second: James Hills

Vote: 3-0

INFORMATIONAL ITEM(S)

- Enrollment Reports for CASD & Charter Schools for the period ending May 31, 2018.
(Enclosure)
- Food Service Comparison report for the period ending May 31, 2018.

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT 6:22 pm

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

**Coatesville Area School District
Treasurer's Report For The Period Ending June 30, 2018**

	General Fund	Food Service Fund	Capital Reserve Fund - 30	Capital Projects Fund - 39
Beginning Balance	\$18,552,142.65	\$575,557.89	\$942,497.74	\$5,405,974.31
Local Revenue	\$1,155,702.14	\$15,872.73	\$1,563.15	\$7,431.84
State Revenue	\$10,523,048.47	\$14,648.36		
Federal Revenue	\$152,378.54	\$285,097.78		
Deferred Revenues				
Other Revenue				
Total Revenues	\$11,831,129.15	\$315,618.87	\$1,563.15	\$7,431.84
Total Transfers	\$524,985.81	-\$155,229.03		
Total Bond Proceeds	\$13,005,632.97			
Total Expenditures	\$15,342,815.87	\$335,258.16		\$29,508.00
Ending Balance	\$28,571,074.71	\$400,689.57	\$944,060.89	\$5,383,898.15

	Student Activities	Trust Fund	Agency Fund Transfer
Beginning Balance	\$163,981.49	\$210,388.38	\$179,061.08
Local Revenue	\$23,368.45	\$5,508.82	\$2,543.61
State Revenue			
Federal Revenue			
Deferred Revenues			
Other Revenue			
Total Revenues	\$23,368.45	\$5,508.82	\$2,543.61
Total Transfers			
Total Expenditures	\$35,580.92	\$5,200.00	\$35,818.83
Ending Balance	\$151,769.02	\$210,697.20	\$145,785.86

Bills to be Approved

GENERAL FUND - From 06/23/2018 To 06/30/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
21ST CENTURY CYBER CHARTER	Tuition - Charter Schools.....	CHARTER SCHOOLS - TUITION.....	0.00
SCH			
ABIGAIL TAPLAR	Maint - Other purchased serve....		12.00
ABS TRANSLATION &	Title III - Translation.....		15,942.00
INTERPRETING			
ADRIENNE A HOWE	Interim Real Estate Taxes.....		254.43
AHOLD FINANCIAL SERVICES LLC		General Supplies.....	209.75
AQUA PENNSYLVANIA INC	Water/Sewer.....		2,179.36
BALDY HILL CONSULTING /	Capital Equip Original.....		6,000.00
SCOTT E DAVIS			
BAYADA HOME HEALTHCARE INC	Learning Support - Prof Svcs.....		5,435.32
BAYADA HOME HEALTHCARE INC	Learning Support - Prof Svcs.....		2,705.65
BRANDYWINE HOSPITAL /	Other Professional Services.....		19,999.98
COATESVILLE HOSPITAL CORP			
BUCKS COUNTY IU #22	TUITION APS.....		8,193.46
C TIMOTHY IRWIN	PDE - Adolescent Hlth Grant.....		98.79
CAMP HILL SPECIAL SCHOOL INC	TUITION APS.....		10,248.96
CASD - FOOD SERVICE	Title III - Community Supplies....		750.00
CCIU #24 - GENERAL FUND	PROF-ED SVCS-IU.....		1,475,476.57
CCIU #24 - GENERAL FUND	Custodial Services.....	Title I Non Pub.....	101,640.46
CCRN EDUCATIONAL &	Learning Support - Prof Svcs.....		38,604.00
BEHAVIORAL SUPPORTS /			
CHRISTOPHER G ROBERTS	Learning Support - Prof Svcs.....		8,920.00
CHRISTOPHER G ROBERTS	Learning Support - Prof Svcs.....		5,385.00
CINTAS CORPORATION NO 2	Linen / Drycleaning.....		1,234.25
CITY OF PHILADELPHIA	LOCAL INCOME TAX.....		2,690.90
CIAIRE E LINDELOW			110.00
CONCERN	Title I - Part D - Prof Svcs.....		1,856.00
CPM EDUCATIONAL PROGRAM			337.53
CRITICARE HOME HEALTH AND	Learning Support - Prof Svcs.....		2,576.00
NURSING SERVICES /			
CRITICARE HOME HEALTH &	Other Professional Svcs.....		17,004.50
NURSING SERVICES /			
DAVID PILZ			38.25
DENNEY ELECTRIC SUPPLY	Repair & Maintenance - Equipme....		384.17
DEVEREUX ADVANCED BEHAVIORAL	TUITION APS.....		3,843.00
HEALTH			
EBS HEALTHCARE	Learning Support - Prof Svcs.....		113,474.53

* Denotes Non-Negotiable Transaction
P - Prenote d - Direct Deposit

C - Credit Card Payment

Bills to be Approved

GENERAL FUND - From 06/23/2018 To 06/30/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
ECONOMY GLASS	Repair & Maintenance - Equipme....		108.00
ELIZABETH BOUSQUET	CompEd IP 10009131.....		1,332.96
ELWYN	TUITION APS.....		3,451.35
EUROFINS QC INC	Repair & Maintenance - Equipme....		142.50
FAIRMOUNT BEHAVIORAL HEALTH SYSTEM /	TUITION APS.....		72.00
FREDERICK STRONG JR LLC	Learning Support - Prof Svcs.....		11,100.00
GABRIELLE A PANASIEWICZ			3,375.00
GAZZERROS TOWING INC		Repair & Maintenance - Equipme....	2,607.51
GOODYEAR AUTO SERVICE CENTER	Repairs & Maint - Vehicles.....		248.45
GREEN VALLEY ACADEMY	TUITION APS.....		8,850.00
GREGORY J DEPEDRO /	General Supplies.....		188.00
COATESVILLE FLOWER SHOP			
GROVE CITY AREA SCHOOL DISTRICT	Tuition to Other LEA.....	Tuition - Other LEA's.....	8,226.99
GWEN QUINN	Instr - Cert Staff - Tuition.....		3,555.00
HANDI-CRAFTERS INC	TUITION APS.....		1,540.00
HEINEMANN / GREENWOOD	Title I - Supplies.....	Title II - PD Supplies.....	2,859.83
PUBLISHING GROUP INC			
HOFFMAN HOMES INC	TUITION APS.....		829.50
IMPERIAL BAG & PAPER	General Supplies.....	Repair & Maintenance - Equipme....	3,122.19
INSIGHT WORKFORCE SOLUTIONS INC	Maint - Other purchased serve....		25,188.43
J W MAXWELL & SON INC	Repair & Maintenance - Equipme....		425.79
JACOBSON & JOHN LLP	JUDGMENTS AGAINST LEA.....		8,000.00
JOHNSON CONTROLS INC	Repair & Maintenance - Equipme....		31,332.47
JOHNSTONE SUPPLY	General Supplies.....		339.70
JOSE R MONASTERIO MD	Prof. Educ. Svcs.....		600.00
KAITLYN A KONTOPODIAS			1,125.00
KELSEY M YELICANIN	Instr - Cert Staff - Tuition.....		2,250.00
KIDS PEACE NATIONAL CNTR	TUITION APS.....		560.00
KISTLER OBRIEN FIRE PROTECTION	Repair & Maintenance - Equipme....		651.90
GEORGE KRAPF JR & SONS INC	CONTRACTED CARRIERS.....		2,328,440.84
LANGUAGE LINE SERVICES INC	Title III - Translation.....		1,744.93
LEADER SERVICES / LDP INC	Learning Support - Prof Svcs.....		1,747.90
LEE D & JUDITH A STOLTENBERG	Interim Real Estate Taxes.....		1,354.81
LORI A WITMAN	Instr - Cert Staff - Tuition.....		2,250.00
LORI VANDERBILT LLC	Learning Support - Prof Svcs.....		5,350.00

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Bills to be Approved

GENERAL FUND - From 06/23/2018 To 06/30/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
LORI VANDERBILT LLC	Learning Support - Prof Svcs.....		4,470.00
MELMARK INC	TUITION APS.....		45,163.00
MICHELLE MCCAIN	CompEd ZM 10007370 \$15K.....		309.47
NAPA OF COATESVILLE / PARTS	Repairs & Maint - Vehicles.....		261.92
SERVICE LLC			
OFFICE DEPOT	Printing & Binding.....		25.86
OFFICE TEAM	Maint - Other purchased serve....		4,770.55
PATRICK W CONLIN	Instr - Non Cert Staff - Tuiti....		702.00
PEDIATRIC THERAPEUTIC SERVICES	Learning Support - Prof Svcs.....		2,908.70
PSYCHOLOGICAL ASSESSMENT RESOU	OTHER PROFESSIONAL SVCS.....		343.00
R E MICHEL COMPANY INC	Repair & Maintenance - Equipme....		237.60
RICHARD AXE			20.00
ROBERTA A BUTLER	Other Professional Services.....		140.00
RR DONNELLEY	General Supplies.....		99.50
S & S STABLES	CompEd IP 10009131.....		950.00
SANDRA L KREISS-SCHMIDT	Prof. Educ. Srvs.....		710.00
SCHOLASTIC INC	Title I - Parent Involvement.....		2,100.00
SCHOOL DISTRICT INSURANCE CONS	WORKER'S COMP.....		51,167.00
SCHOOL HEALTH CORPORATION	General Supplies.....		312.56
SERVICE WHOLESALE INC	Repair & Maintenance - Buildin....		247.00
SHARON MASSEY			17.00
SHERWIN-WILLIAMS PAINT	General Supplies.....		456.15
SIGNAL SERVICE INC	Repair & Maintenance - Equipme....		150.00
STEPHEN SCHREIBER			3,501.00
T FRANK MCCALLS INC	General Supplies.....		1,343.00
THE HORSHAM CLINIC	TUITION APS.....		1,392.00
THE PATHWAY SCHOOL	TUITION APS.....		4,990.00
THE PROTECTION BUREAU	Repair & Maintenance - Buildin....		2,465.00
TWIN VALLEY SCHOOL DIST	TUITION APS.....		4,261.84
Transfinder	Supplies/Fees-Technology.....		719.49
United Concordia	SELF-INSURANCE DENTAL.....		1,839.30
VALLEY FORGE EDUCATIONAL SERVICES	TUITION APS.....		19,168.20
WAYNE MOVING & STORAGE CO INC	General Supplies.....		450.00
WAYNE R WALLACE	Non Instr - Non Cert - Tuit.....		3,672.00

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Bills to be Approved

GENERAL FUND - From 06/23/2018 To 06/30/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
WEST CHESTER UNIVERSITY	Title II - Staff Dev Training.....		225.00
WEST HEALTH ADVOCATE SOLUTIONS INC	Other Professional Svcs.....		1,145.20
WESTERN PEST SERVICES	Extermination Services.....		400.00
YMCA OF THE BRANDYWINE VALLEY	CompEd IP 10009131.....		936.00
Independence Blue Cross	EE HSA deduction-6/22/2018 Pay....		453.00
PUBLIC SCHOOL EMPLOYEE RET SYS	ER Share-1st Qtr 2018 Pymt.....		3,872,268.10
DOMESTIC RELATIONS	ExpertPay.....		510.55
IRS/FICA	Fed W/H Tax Pymt.....	FICA Pymt-EE.....	123,303.55
PA DEPT OF REVENUE	PA W/H Tax Pymt.....		14,823.02
AFLAC	AFLAC Insurance-May 2018.....		1,912.97
RESCHINI AGENCY INC	Medical Claims-06/20/2018.....	Prescription Claims-06/20/2018....	202,426.67
TSA CONSULTING GROUP INC	403B & Roth Pymt-TSA Consulting...		4,770.85
RESCHINI AGENCY INC	Medical Claims-06/27/2018.....	Prescription Claims-06/27/2018....	190,365.02
United Concordia	05/31/2018-06/29/2018-Claims.....		59,330.09
10-GENERAL FUND			8,940,809.07
Grand Total Manual Checks :			4,438,079.35
Grand Total Regular Checks :			4,502,729.72
Grand Total Direct Deposits:			0.00
Grand Total Credit Card Payments:			0.00
Grand Total All Checks :			8,940,809.07

* Denotes Non-Negotiable Transaction
P - Prenote d - Direct Deposit c - Credit Card Payment

Bills to be Approved

GENERAL FUND - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
AHOLD FINANCIAL SERVICES LLC	Enc Transfer from FY 18; General S		99.72
APPLE INC	Enc Transfer from FY 18; CompEd S		328.00
CAMPBILL SPECIAL SCHOOL INC	TUITION APS.....		35,574.00
CASD - FOOD SERVICE	Enc Transfer from FY 18; Dues & Fe	Enc Transfer from FY 18; Meals/Ref	349.25
CDW-G	Enc Transfer from FY 18; General S		135.37
CAWLEY ENVIRONMENTAL SERVICES INC / CES	Enc Transfer from FY 18; Repair &		6,947.75
CITADEL CREDIT UNION	WH UNION DUES.....		763.26
CITY OF COATESVILLE	Enc Transfer from FY 18; Security/		975.00
CLAIRE E LINDELOW	Enc Transfer from FY 18; General S		24.87
DENNEY ELECTRIC SUPPLY	Enc Transfer from FY 18; Repair &		357.35
FASTENAL COMPANY	Enc Transfer from FY 18; Repair &		362.42
GEORGE KRAPP JR & SONS INC	Enc Transfer from FY 18; VEHICLE O		9,842.25
INTERSTATE TAX SERVICE INC	EMPLOYER UNEMPLOYMENT COMP.....		615.18
J W MAXWELL & SON INC	Enc Transfer from FY 18; Repair &		12.00
J W MAXWELL & SON INC	Enc Transfer from FY 18; Repair &		6.00
CCIU #24 - GENERAL FUND	Rental & Sinking Fund Payments...	Enc Transfer from FY 18; Otr Tech	96,473.34
NATIONAL ENERGY CONTROLS CORPORATION	Enc Transfer from FY 18; Repair &		2,783.35
PA SCHOOL BOARDS ASSOCIATION	Dues & Fees.....		15,025.00
PDM SERVICE COMPANY INC	Enc Transfer from FY 18; Repair &		180.00
PHILIP ROSENAU CO INC	Enc Transfer from FY 18; Repair &		3,746.72
EUROFINS QC INC	Enc Transfer from FY 18; Repair &		114.00
S PRICE STEVENSON III	Enc Transfer from FY 18; General S		1,600.00
SCETTIGEAR	Enc Transfer from FY 18; Dues & Fe		2,250.00
SECURITY BENEFIT COMPANIES	FSA MEDICAL CARE W/H.....	DEPENDENT CARE W/H.....	468.93
SERVICE WHOLESALE INC	Enc Transfer from FY 18; Repair &		546.00
SHERWIN-WILLIAMS PAINT	Enc Transfer from FY 18; General S	Enc Transfer from FY 18; Repair &	61.39
T FRANK MCCALLS INC	Enc Transfer from FY 18; General S		3,021.75
THE HORSHAM CLINIC	Enc Transfer from FY 18; Tuition -		648.00
TRI-M GROUP LLC	Enc Transfer from FY 18; Repair &		3,858.50
TRI-M GROUP LLC	Enc Transfer from FY 18; Repair &		12,093.50
US DEPT OF EDUCATION	WH WAGE ATTACHMENT - OTHER.....		438.84
VERIZON	Enc Transfer from FY 18; Communica		175.09
VERIZON BUSINESS	Enc Transfer from FY 18; Communica		5,943.38
VERIZON WIRELESS SERVICES LLC	Enc Transfer from FY 18; Communica		2,690.07
TREASURER OF CHESTER COUNTY	Enc Transfer from FY 18; Repair &		100.00
APEX ELEVATOR INSPECTION AND	Enc Transfer from FY 18; Repair &		825.00

* Denotes Non-Negotiable Transaction
P - Prenote d - Direct Deposit C - Credit Card Payment

Bills to be Approved

GENERAL FUND - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
TESTING LLC			
PETROLEUM TRADERS CORPORATION	Enc Transfer from FY 18; Gasoline		16,004.98
CCRES INC	Enc Transfer from FY 18; Other Pro		3,520.00
Ricoh USA Inc.	Lease/Rentl-Hardwar/Techn.....		14,008.46
BETH ELLEN TRAPANI	Enc Transfer from FY 18; Other Pro		125.00
FOLLETT SCHOOL SOLUTIONS INC			3,773.55
Logic Choice Business Technologies, LLC	Enc Transfer from FY 18; Otr Tech		65,148.53
ELIZABETH C GUSHANAS	Enc Transfer from FY 18.....		1,750.50
NEXVORTEX INC	Enc Transfer from FY 18; Communica		1,191.10
KING COUNTY	Enc Transfer from FY 18; PDE - Ado		75.00
PITNEY BOWES GLOBAL	POSTAGE METER.....		485.00
FINANCIAL SERVICES LLC			
ANASTASI LANDSCAPING INC	Enc Transfer from FY 18; Repair &		31,326.00
Apple Press Ltd.	Enc Transfer from FY 18; Advertisi	Enc Transfer from FY 18; Graduatio	1,837.00
IMPERIAL BAG & PAPER	Enc Transfer from FY 18; Repair &		641.78
ECHELON PROTECTION & SURVEILLANCE	Enc Transfer from FY 18; Security/		16,146.00
CHEM AQUA INC	Enc Transfer from FY 18; General S		600.00
GAZZERROS TOWING INC	Enc Transfer from FY 18.....	Enc Transfer from FY 18; Repairs &	1,890.88
PHILIP J HAITZ	Enc Transfer from FY 18.....		581.25
THE BEATING THE ODDS FOUNDATION	Enc Transfer from FY 18; STUDENT F		1,000.00
PIONEER CREDIT RECOVERY	WH WAGE ATTACHMENT - OTHER.....		159.96
ODOGA ENTERPRISES	Enc Transfer from FY 18; General S		355.45
THE HAWN FOUNDATION	Title II - Staff Dev Training.....		49,600.00
KEYSTONE COLLECTIONS GROUP	Keystone EIT 2nd Qtr 2018.....		163,366.12
KEYSTONE COLLECTIONS GROUP	Keystone LST 2nd Qtr 2018.....		14,969.32

10-GENERAL FUND 597,991.16

Grand Total Manual Checks :	178,335.44
Grand Total Regular Checks :	419,655.72
Grand Total Direct Deposits:	0.00
Grand Total Credit Card Payments:	0.00
Grand Total All Checks :	597,991.16

* Denotes Non-Negotiable Transaction
P - Prenote d - Direct Deposit C - Credit Card Payment

Bills to be Approved

CAPITAL PROJECTS GF - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
ELEMENT ENVIRONMENTAL SOLUTIONS INC	Professional Services.....		1,335.00
		39-OTHER CAPITAL PROJECTS	1,335.00
		Grand Total Manual Checks :	0.00
		Grand Total Regular Checks :	1,335.00
		Grand Total Direct Deposits:	0.00
		Grand Total Credit Card Payments:	0.00
		Grand Total All Checks :	1,335.00

* Denotes Non-Negotiable Transaction
 P - Prenote d - Direct Deposit c - Credit Card Payment

Bills to be Approved

FOOD SERVICE GF - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
ALL SEASONS UNIFORMS INC	GENERAL SUPPLIES.....		148.80
ELMER SCHULTZ SERVICES INC	Enc Transfer from FY 18; R&M EQUIP		108.52
GRAINGER INC	Enc Transfer from FY 18; R&M EQUIP		219.85
GRAINGER INC	Enc Transfer from FY 18; R&M EQUIP		260.08
HARRISON SUPPLY CO INC	Enc Transfer from FY 18; R&M EQUIP		433.08
JOYELL AMORE	REFUND REQUESTED BY MOM 6/26/18...		34.60
Ricoh USA Inc.	LEASE/RENTL HARDWAR/TECH.....		64.00
SCHEID PRODUCE INC	Enc Transfer from FY 18; FOOD.....		310.75
	51-FOOD SERVICE/CAFETERIA	1,579.68	
	Grand Total Manual Checks :	0.00	
	Grand Total Regular Checks :	1,579.68	
	Grand Total Direct Deposits:	0.00	
	Grand Total Credit Card Payments:	0.00	
	Grand Total All Checks :	1,579.68	

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P - Prenote d - Direct Deposit c - Credit Card Payment

Bills to be Approved

STUDENT ACTIVITIES - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
LIFETOUCH PUBLISHING COMPANY SB - SGA YEARBOOKS.....			3,334.75
	81-ACTIVITY FUND		3,334.75
	Grand Total Manual Checks :		0.00
	Grand Total Regular Checks :		3,334.75
	Grand Total Direct Deposits:		0.00
	Grand Total Credit Card Payments:		0.00
	Grand Total All Checks :		3,334.75

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Bills to be Approved

AGENCY FUND - From 07/01/2018 To 07/06/2018

facksmc

Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
CASD - GENERAL FUND	SB -FIELD TRIPS 6/6 DORNEY PARK...		1,707.30
KATHY KADEL	SB - AJ MALLOZZI SCHOLARSHIP AWARD		218.00
	89-OTHER AGENCY FUND		1,925.30
	Grand Total Manual Checks :		0.00
	Grand Total Regular Checks :		1,925.30
	Grand Total Direct Deposits:		0.00
	Grand Total Credit Card Payments:		0.00
	Grand Total All Checks :		1,925.30

* Denotes Non-Negotiable Transaction
 P - Prenote d - Direct Deposit C - Credit Card Payment

Caln Elementary School

Makerspace

A Makerspace is location which teachers can utilize to engage students during the day through opportunities to take risks, explore, imagine new possibilities, express creativity and embrace challenges. The intention of the Makerspace is to provide elementary students at Caln Elementary the opportunity for creation and collaboration in a space filled with STEAM (Science, Technology, Engineering, Art, and Mathematics) activities. The space would allow students a space with the ability to problem solve and persevere. The makerspace would be utilized by the teachers on a rotating schedule in order to allow access for all students in the school. Lessons would align with CASD current curriculum.

The needs are: a room to be designated as the Makerspace, ability to collaborate with technology (teachers and administration), availability for maintenance of the space. A Makerspace is being proposed because Jeni was passionate about working in the Coatesville Area School District and providing students with the same opportunities that surrounding districts have. They believe that all students should have the ability to access materials that allow for inventing, creating, innovating, and persevering.

Ms. Rebecca Richardson, M.A. ED

**Principal
Caln Elementary School
richardsonr@casdschools.org**

COATESVILLE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED: July 25, 2017

REVISED:

702-AR-1. INTENT TO GIVE GIFT/GRANT/DONATION FORM

I/We are requesting the Board to accept our intent to provide a gift, grant or donation to the district in order to support and supplement the district's educational and/or student activities program.

Name of individual, group or agency: Our Jeni Memorial Fund

Contact person if group or agency: Rebecca Joyner, Founder

Address: 232 Iron Lake Drive
Exton, PA 19341

District program, school or grade level to be recipient: _____
Cala Elementary School

Purpose of gift, grant, donation: _____
Supplies, equipment for a Maker Space
(STEM: Science, Technology, Engineering, Math)

Amount of gift, grant, donation: Approximately \$5,500 in equipment/
supplies

The district will make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interest of the district's educational program.

I attest that there are no encumbrances against this gift to the district.

Rebecca Joyner
Donor Signature

5/20/18
Date

Superintendent Signature

Date

Board Proposal for a MakerSpace at Caln Elementary

From: Caln Elementary School

Staff: Becky Daugherty, Teacher

Abstract: To Provide students the opportunity to engage in a MakerSpace area during the school day

Source: The Jeni Stanley Foundation, MakerSpace Initiative

The proposal is attached for review.

Rebecca Richardson



MAKERSPACE

Coatesville Area School District Board Proposal

ABSTRACT

To provide students the opportunity to engage in a MakerSpace area during the school day.

The Jeni Stanley Foundation
MakerSpace initiative

COATESVILLE AREA SCHOOL DISTRICT ELEMENTARY MAKERSPACE PROPOSAL

February 25, 2018

OVERVIEW

1. Project Background and Description

In loving memory of former Coatesville Area School District teacher, Jeni Stanley, we are proposing a MakerSpace be created in her name with the materials being donated to the school district by The Jeni Stanley Foundation.

2. Project Scope

The intention of the MakerSpace is to provide elementary students at Cain Elementary (and then subsequently whichever school receives the most Cain students) the opportunity for innovation, creation and collaboration in a space filled with STEAM (Science, Technology, Engineering, Art, and Mathematics) activities. The space would allow students a safe space with the ability to fail as well as persevere. The MakerSpace would be utilized by the teachers on a rotating schedule in order to allow access for all students in the school.

3. School/District Requirements

Needs would be as follows:

- A room that would be designated as a MakerSpace which would be named Jeni's Just Dream It Center.
- Ability to collaborate with the technology department if needed.
- Maintenance availability for needs in the room/space.

4. Why a MakerSpace?

Jeni was passionate about working in the Coatesville Area School District and providing students with the same opportunities that students in surrounding districts have. We believe that all students should have the ability to access materials that allow for inventing, creating, innovating, and perseverance.

5. Research Overview (full articles attached)

- Fostering Creativity with Makerspaces – Edutopia
<https://www.edutopia.org/blog/fostering-creativity-with-makerspaces-nicholas-provenzano>
 - This article provides a snapshot of the basic "how-to" create a Makerspace and some of the materials that would be beneficial in a Makerspace.
- Makerspaces: the Benefits – Curiosity Commons of Libraries and Learning
<https://curiositycommons.wordpress.com/makerspaces-the-benefits/>
 - This article provides the benefits that students reap from a Makerspace area. It discusses research that proves the positive impact these spaces have on the brain and student learning.
- What's the Maker Movement and Why Should I Care?
<http://www.scholastic.com/browse/article.jsp?id=3758336>
 - This article showcases the many reasons why learner centered activities are important in schools.

6. Implementation Plan

To begin this project, the foundation would like to start by providing manipulative items like magformers, legos, snap circuits, invention books etc. As the foundation grows, we would like to explore the possibility of providing more technology into the space.

7. High-Level Timeline/Schedule

To begin at the start of the 2018-2019 school year, with additions each year after. We acknowledge that there are plans to close Cain Elementary eventually so we would like the MakerSpace to begin with easily moved pieces, and once in a permanent location begin to add larger pieces.

COATESVILLE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED: July 25, 2017

REVISED:

702-AR-1. INTENT TO GIVE GIFT/GRANT/DONATION FORM

I/We are requesting the Board to accept our intent to provide a gift, grant or donation to the district in order to support and supplement the district's educational and/or student activities program.

Name of individual, group or agency: Scott Middle School PTO

Contact person if group or agency: Stephanie Anderson

Address: 800 Olive Street, Coatesville PA 19320

From:
Coatesville
Area
Interfaith
Coalition

District program, school or grade level to be recipient: Scott Middle School
Student lunch accounts.

Purpose of gift, grant, donation: lunch accounts

** Coatesville Area Interfaith Coalition donated this to our PTO for lunches **

Amount of gift, grant, donation: \$300⁰⁰

The district will make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interest of the district's educational program.

I attest that there are no encumbrances against this gift to the district.

Stephanie J. Anderson
Donor Signature

4/19/2018
Date

Superintendent Signature

Date

District mail
4/18/18
[Signature]



COATESVILLE AREA SENIOR HIGH SCHOOL

1445 East Lincoln Highway, Coatesville, PA 19320
11/12 Center - Phone (610) 383-3730

Michele Snyder, Principal

Michael Fierras, Assistant Principal
Shannon Downing, Assistant Principal

Joseph Peteckis, Assistant Principal
Matt McCain, Director of Athletics,
Activities, and Compliance

DATE: June 27, 2018

TO: Coatesville Board of School Directors

FROM: Matt McCain, Director of Athletics, Activities, and Compliance

RE: Donation from Track & Field Coaches Association of Greater Philadelphia

I received a donation in the amount of one thousand dollars from the Track & Field Coaches Association of Greater Philadelphia. They would like to show their appreciation to Coatesville Area School District by donating this money for allowing their organization to run a regional track meet on April 14, 2018. The School District waived their fees for the event. Please consider accepting their donation.

Thank you for your consideration,

Matt McCain
Director of Athletics, Activities, & Compliance
Coatesville Area School District
610-383-3730 Ext. 81506

6/27/18

COATESVILLE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED: July 25, 2017

REVISED:

702-AR-1. INTENT TO GIVE GIFT/GRANT/DONATION FORM

I/We are requesting the Board to accept our intent to provide a gift, grant or donation to the district in order to support and supplement the district's educational and/or student activities program.

Name of individual, group or agency: T.F.C.A. OF G.P., INC.

Contact person if group or agency: Richard Swanker

Address: 101 Shady Lane
Lansdale, PA 19446

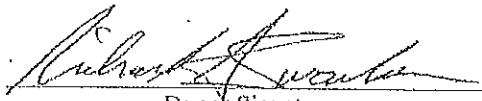
District program, school or grade level to be recipient: Coatesville HS

Purpose of gift, grant, donation: A thanks for letting us use
CASD facilities.

Amount of gift, grant, donation: \$1000.00

The district will make every effort to honor the intent of the donor in the use of the gift, but it reserves the right to utilize any gift in the best interest of the district's educational program.

I attest that there are no encumbrances against this gift to the district.


Donor Signature

6/26/2018
Date

Superintendent Signature

Date



June 25, 2018

Mr. Jeffrey Ammerman
Business Administrator
Coatesville Area School District
3030 C G Zinn Road
Thorndale, PA 19372

RE: Proposal Request | AHERA Professional Services
Proposal No. P1265.2018

Dear Mr. Ammerman:

AHERA Professional Services

E2S will provide the following scope of services related to AHERA designated person (DP) duties:

Task 1 – (3-Year Re-inspections and 6-Month Surveillance Inspections):

- Records Review - Review of the Coatesville Area School District's AHERA records for documentation on response actions performed since the previous AHERA re-inspection. This information, if applicable, will be included in the management plan updates. Review of the District's existing management plans for confirmation of asbestos containing materials known or assumed to contain asbestos.
- Visual Inspection – Perform re-inspections of all buildings under the jurisdiction of the Coatesville Area School District with known or assumed asbestos-containing materials (ACM). E2S will follow the District's current inspection schedule for determining when the inspections are due (January/August). Inspections will include the following buildings, based upon documentation in previous reports for schools with existing ACM:

Middle Schools

- North Brandywine Middle School
- South Brandywine Middle School

Elementary Schools

- Caln Elementary School
- East Fallowfield Elementary School
- Friendship Elementary School
- King's Highway Elementary School

Non-Academic Buildings

- Buildings and Ground
- Farmhouse on the Campus of High School

- Re-inspections will be performed by individuals who are certified as Asbestos Building Inspectors by the Environmental Protection Agency (EPA), and licensed by the Pennsylvania Department of Labor and Industry (PaDLI) in the same capacity.

- During the re-inspections, E2S will inspect locations of all known, or assumed, ACM and document the following assessment factors: Damage Condition, Exposure Factors, Activity Level, Air Flow Factors, Potential for Damage, Friability and Percent Asbestos. In addition, any changes in condition and/or quantity will be noted. We will be utilizing the previous re-inspection as a guide for locations of existing ACM in each building.
- E2S assumes that the Coatesville Area School District will provide access to each building, and all necessary locations containing ACM within each building, to satisfactorily complete the re-inspections. It is assumed that the re-inspections of all academic buildings will be performed off-hours, while the buildings are not occupied by students.
- E2S will only be responsible for inspection of ACM identified in the most recent re-inspection report. However, if previously unidentified suspect materials are located, the building inspector will assume these materials as asbestos containing unless the current Asbestos Coordinator authorizes E2S to sample and test the materials.
- Upon completion of the re-inspections, E2S will update the ACM inventory for each school based upon the results of the inspection. E2S will prepare a report, which will be an update to your existing management plan, and will include the date of inspection, inspector's name and credentials, executive summary, response actions completed, and the updated ACM inventory. All management plan updates will be performed by a PA licensed Asbestos Management Planner.
- E2S will provide as part of the plan update the development of an Excel spreadsheet depicting a "room-by-room" inventory of all identified (proven or assumed) asbestos containing materials for each building inspected. This room-by-room inventory can be updated in the future upon completion of response actions and can serve as a "live" document of the District's asbestos inventory. (An electronic version and hard copy will be provided to the District)
- In addition, E2S will also provide, an overall Excel spreadsheet that lists all damaged or significantly damaged ACM that was found in each school, and provide recommendations on removal, repair, operations and maintenance, etc.
- Provide two (2) complete bound copies of each building report.

Task 2 – (AHERA Designated Person Duties):

- Ensure response actions are properly and duly conducted in accordance with all AHERA regulations. E2S will coordinate this work with Coatesville Area School District as needed.
- Provide annual asbestos awareness training at the District facilities, in compliance with AHERA regulations. E2S will supply the training, handouts, and quiz; the District will provide adequate space sufficient to conduct the training in a school district facility. At the completion of the training and review of quizzes, E2S will provide a report and sign-in sheet as documentation of the required annual training, for recordkeeping.
- Ensure notifications and waste manifests from abatement contractors are accurately and duly received by the District.
- Provide the District with annual notification letters to staff, parents and guardians regarding ACM in school buildings and availability of a Management Plan for review. E2S will coordinate this with the District, it is the District's responsibility to submit the notification using the chosen method (i.e. mail, web site, etc.).

Task 3 – Miscellaneous Professional Services

E2S will provide miscellaneous testing services throughout the duration of the time period, on an as-needed basis. Services include, but not limited to, Indoor Air Quality (IAQ) and mold testing, bulk sampling suspect materials, asbestos abatement oversight and air sampling, etc. Services will be invoiced on time-and-materials basis using hourly rates, lab fees and expense rates provided.

SCHEDULE AND LIMITATIONS

E2S is able to schedule the Scope of Work upon receipt of the attached Authorization agreement or purchase order. This proposal includes only those services outlined in the Scope of Work. Any additional tasks will be reviewed with the client as they are identified.

FEES

Task 1 – AHERA 3-Year Re-inspections and 6 Month Surveillance Inspections

E2S will provide the services mentioned in Task 1 above Scope of Work for a fixed fee for AHERA Six (6) Month Surveillance Inspections:

<u>Month and Year due</u>	<u>Fee</u>
August 2018	\$2,265
February 2019	\$2,265
August 2019	\$2,265
February 2020	\$2,265

E2S will provide the services mentioned in Task 1 above Scope of Work for a fixed fee for AHERA Three (3) Year Re-inspections:

<u>Month and Year due</u>	<u>Fee</u>
August 2020	2,615

Task 2 – (AHERA Designated Person Duties):

E2S will provide the services mentioned under Task 2 for a fixed fee of One Thousand Fifteen Dollars (\$1,015) per Calendar year.

Task 3 – Miscellaneous Professional Services:

See attached Rate Sheet.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a potential partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Please review the enclosed Conditions and acknowledge your acceptance of them by signing and returning to us one copy of this proposal (P1265.2018). By signing this proposal you agree to the General Terms and Conditions attached hereto and incorporated herein by this reference. Issuance of a Purchase Order constitutes acceptance of this proposal.

We look forward to working with you.

Mr. Jeffrey Ammerman

June 25, 2018

Page 4 of 5

Sincerely,
E2S, Inc.

Reviewed and Accepted:



Signature

Daniel R. Gensemer
Principal, IAQ

Printed Name and Title

Date

Standard Rate and Fee Schedule Coatesville Area School District

Charges will be made at the following rates for time spent for: project management, consultation, project related meetings, field activities, travel time, report preparation, communications, review, etc. Rates are based on the task being performed or required by the service. **Standard rates and fees effective through December 31, 2018.**

Professional Service

Hourly Rates

Principal	\$125.00
Certified Industrial Hygienist (CIH)	\$110.00
Senior Professional	\$98.00
Project Manager	\$92.00
Asbestos Project Designer	\$87.00
Project Professional	\$84.00
IAQ Specialist/Senior IH	\$75.00
Staff Professional	\$63.00
CAD Designer	\$63.00
Asbestos Building Inspector	\$58.00
Lead Inspector/Risk Assessor	\$58.00
Environmental Tech/IH/Asbestos	\$53.00
Administrative Assistant	\$42.00

IAQ – INDOOR AIR QUALITY
IH – INDUSTRIAL HYGIENIST
BI – BUILDING INSPECTOR

Laboratory Analysis Fees*

PLM Asbestos - Bulk (6-hr TAT)	\$20
PLM Asbestos - Bulk (24-hr TAT)	\$12
PCM Asbestos - Air (6-hr TAT)	\$16.75
PCM Asbestos - Air (24-hr TAT)	\$10
TEM AHERA - Air (6-hr TAT)	\$85
TEM AHERA - Air (24-hr TAT)	\$62
TEM NIOSH 7402 (6-hr TAT)	\$175
TEM NIOSH 7402 (24-hr TAT)	\$132
AAS Lead – Air/Wipe/Soil (6-hr TAT)	\$28
AAS Lead – Air/Wipe/Soil (24-hr TAT)	\$10
Mold – Air/Surface (6-hr TAT)	\$45
Mold – Air/Surface (24-hr TAT)	\$35

* LABORATORY FEES ARE ON A PER SAMPLE BASIS.
ADDITIONAL LABORATORY ANALYSIS FEES AND
TURN-AROUND TIMES (TAT) AVAILABLE UPON REQUEST

Miscellaneous Non-Labor Fees

Mileage	Federal Rate Multiplier
Expenses	Plus 15%
Subcontracted Services	Plus 15%
Rented Equipment	Plus 15%

These rates and fees apply to all standard time and materials projects. These rates do not include sales tax, where applicable. Standard billing terms and conditions apply. Should personal protective equipment be upgraded from Level D to Level C, add 15% to hourly rate.

Premium Time and Travel Time*

Overtime	1.00
Client-requested Overtime	1.50
Weekend	1.50
Holiday	2.00
Travel Time	1.00

* APPLIED TO STANDARD RATES

Element Environmental Solutions, Inc.

WEB: www.e2s.us | PHONE: 717 484.5111 | SITE: 61 Willow Street, P.O. Box 921 Adamstown, PA 19501

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** References to "E2S" herein mean Element Environmental Solutions, Inc. and references to "CLIENT" mean the party (e.g., the corporation, company, partnership, firm, other business entity, etc.) to which the E2S's proposal is addressed. References to the "Agreement" mean these General Terms and Conditions and the E2S proposal attached hereto that references these General Terms and Conditions. The General Terms and Conditions are valid for any goods or services provided by E2S to the CLIENT.
2. **STANDARD OF CARE.** E2S agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose, by E2S regarding the services provided under this Agreement. The services provided by E2S are solely for the benefit of the CLIENT and the CLIENT shall not use project documents for any purpose other than for the specified use in connection with this project. E2S will comply with all federal, state and municipal laws, regulations, and ordinances throughout the performance of the work activities described in this Agreement. These services will be performed using the degree of skill and care normally exercised by other reputable members within E2S's profession, conducting similar activities under similar conditions and in similar locations. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY E2S'S PROPOSAL OR ANY CONTRACT OR WRITTEN OR ORAL REPORTINGS RESULTING FROM ANY PROPOSAL.**
3. **PRICING AND PAYMENT TERMS.** The pricing, quantity of goods, and time of delivery mentioned in the proposal are not binding on E2S, but E2S will make all efforts to fulfill the stated estimates. E2S reserves the right to increase a quoted fee in the event that the CLIENT requests a variation to the work agreed. "Reimbursable Expenses" are the actual expenses plus E2S's standard markup to cover administrative costs incurred by E2S or E2S's consultants hired, directly or indirectly, in connection with the project, such as expenses for transportation, long distance telephone calls, photocopy charges, drawings, specifications, binding documents, computer time and the rental or use of specialized equipment and other items used in the project. Fees and Reimbursable Expenses under this Agreement will also include any state or local sales or use tax.
Payment shall be made by CLIENT within thirty (30) days from the date of the invoice. E2S reserves the right to require payment at any time prior thereto. If, in good faith, it believes that the prospect of payment is impaired, interest at the rate of 2.5% per month shall accrue for late payment beginning thirty (30) days after the date of invoice. E2S may suspend or terminate its performance under this Agreement upon written notice to CLIENT if at any time any fees or costs are due and outstanding for a period of more than 45 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse E2S for all increases in costs of its services caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any. In the event of delays through no fault of E2S and due to CLIENT's conduct, the CLIENT shall pay all costs which have been reasonably incurred by E2S in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.
Opinions of probable construction and related costs, financing and acquisition of land and right-of-ways prepared by E2S represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since E2S has no control over cost of labor, materials, equipment, or the services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or right-of-ways, or over competitive bidding, market or negotiating conditions, E2S does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.
If any amount of the invoice is disputed by the CLIENT, the CLIENT shall inform E2S of the grounds for such dispute within seven (7) days of delivery of the invoice and shall pay to E2S the value of the invoice less the disputed amount in accordance with these payment terms. Where E2S requires payment of a deposit, the CLIENT acknowledges that the deposit is not refundable. All fees are exclusive of value added taxes which will be added to invoices where appropriate.
The CLIENT shall supply, in a timely fashion and without charge, all necessary and relevant information (including any relevant instructions, consents and approvals) in CLIENT's possession and available to CLIENT and CLIENT's agents, contractors or consultants. If E2S has to carry out additional, repeat or revised work as a result of further or delayed information received, E2S shall appropriately advise the CLIENT who shall be responsible for payment of any such services using E2S's hourly rates in force at the time.
The CLIENT or E2S may, from time to time, during the course of the work, request changes or modifications in the scope of services to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of E2S's compensation, which are mutually agreed upon between CLIENT and E2S, shall be incorporated in written amendments to this Agreement. In the event the CLIENT desires additional work performed, which is not covered by the Agreement, the parties shall execute an amendment to this Agreement, and E2S shall be paid for the additional work in accordance with the terms and conditions set forth in this Agreement.
4. **ELECTRONIC FUNDS TRANSFER.** By providing a check as payment, you authorize E2S to use information from your check to make an electronic funds transfer from your account, from time to time, or to process the payment as a check transaction for any amount due to E2S. If your payment is late or returned unpaid, including due to insufficient or collected funds in your account, you authorize E2S to make an electronic funds transfer from your account to collect a sum equal to the applicable late fee in accordance with the Agreement, and/or the returned or insufficient funds fee charged by the financial institution.
5. **INSURANCE.** E2S agrees to maintain workers compensation and employer's liability, commercial automobile, commercial general liability and architect's and engineer's professional liability insurance coverage and to provide copies of insurance certificates for these policies to the CLIENT upon request. E2S will obtain additional insurance coverage upon the request of the CLIENT as is generally available provided, however, that the cost to purchase, administer and otherwise maintain such insurance shall be paid by the CLIENT to E2S as a change in scope of services.
6. **INDEMNIFICATION.** Subject to the monetary limitations as set forth in Section 8 below, each party agrees to indemnify, hold harmless, and defend the other form and against all claims, losses, expenses, costs and liabilities (inclusive of reasonable attorneys' fees) for property damage/destruction and bodily injury, caused by negligence, or willful misconduct perpetrated by the indemnifying party and/or its employees, agents, representatives, and subcontractors.
7. **CONSEQUENTIAL DAMAGES.** In no event will E2S be liable for incidental, special, or consequential damages, direct or indirect, exemplary or punitive damages arising from the services rendered, irrespective of whether the claim rises from negligence, errors, or omissions, strict liability, performance of services, actual or alleged breach of contract or warranty, indemnification, contribution or any legal theory. In no event will E2S be liable for lost profits, costs, or losses associated with services rendered in excess of the contract price or fees paid allocable to the services which give rise to the claim, whichever is less.
8. **LIMIT OF LIABILITY.** UNLESS EXPRESSLY AGREED TO THE CONTRARY, DAMAGES INCURRED BY THE CLIENT, OR WITH RESPECT TO WHICH CLIENT IS THREATENED AS A RESULT OF ANY ACTION OR FAILURE TO ACT ARISING OUT OF E2S'S WORK (WHETHER NEGLIGENCE OR BREACH OF CONTRACT) SHALL IN NO EVENT EXCEED THE CONTRACT PRICE OR FEES PAID BY CLIENT IN CONNECTION WITH THE WORK, WHICHEVER IS LESS. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD E2S HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LOSSES, LIABILITY, AND ACTIONS TO WHICH E2S MAY BE SUBJECT, OR WHICH IT MAY BE THREATENED AS A RESULT OF ANY ACT, CLIENT OR ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS DO, OR FAIL TO DO, IN CONNECTION WITH THE PROJECT OF WHICH THE WORK IS A PART; OR AS A RESULT OF CLIENT TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
9. **DELIVERY.** Delivery by E2S of written reports, documents and other goods will be deemed to have taken place when the reports, documents, and goods are handed to the custody of the CLIENT at his premises or to a messenger or courier when posted. E2S will be entitled to charge the CLIENT for any expenses of delivery other than normal postage charges. If an order is, at the CLIENT's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. Electronic dispatch may be provided upon request and at the CLIENT's risk. E2S reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.
10. **TERMINATION.** The CLIENT may terminate this Agreement upon ten (10) days written notice, provided that the CLIENT will be responsible for any and all costs, charges, and expenses already incurred, or to be incurred by E2S, including but not limited to all costs incurred for the mobilization and demobilization of services, reimbursements to suppliers and contractors, fees, administrative

costs and expenses, claims by others and any charges that will be levied by the list-owner on account of his expenses plus ten percent (10%) of the total fees earned by E2S to the time of termination. The parties acknowledge that it is difficult in determining the actual damages of E2S as a result of termination of the Agreement and agree that the termination expenses are liquidated damages.

In addition to other available legal remedies, E2S may terminate this Agreement in the event the CLIENT fails to make payments promptly when due, pursuant to Section 3 above, or if E2S has reason to believe the CLIENT will be unable to make any such payments.

11. **CONFIDENTIALITY.** Both parties shall maintain strict confidence and agree that they shall not use or disclose, without the prior consent of the other party, any information or material relating to this Agreement, services, each party's respective business, including any proposal and/or pricing (collectively the "Confidential Information"). E2S will not disclose, without prior written approval by the CLIENT, any information provided to E2S by the CLIENT that is designated by the CLIENT in writing as "Confidential Information." The term "Confidential Information" shall not include information that (i) is already in the possession of either party as of the date of its disclosure, unless held under a duty of non-disclosure, (ii) is or becomes generally available to the public other than as a result of a disclosure by either party, (iii) is provided to the parties through a third party or another party at any time, or (iv) either party is required by law, regulation, code or other Federal, state, or local government requirement to disclose such information. The CLIENT agrees that any such disclosure is not a breach of contract and E2S shall not be held liable in any respect for disclosure of information under these circumstances. The CLIENT agrees that E2S may use CLIENT's name and general description of E2S services in providing qualification information to other clients and prospective clients. All E2S financial, technical, schedule and cost information provided to the CLIENT in proposals or written correspondence is proprietary and shall not be disclosed or made available, directly or indirectly, to third parties whether E2S is the successful bidder or not the successful bidder for any scope of services.
12. **OPERATIONS AND RIGHT OF ENTRY.** CLIENT will arrange for all access necessary to perform the work activities at the site as described in the proposal. E2S personnel possess the training and skills to conduct the work activities presented in this Agreement. CLIENT agrees to provide E2S with written notification of any subsurface or surface features including but not limited to: utilities, public or private; underground storage tanks; and/or buried debris. E2S is not responsible for damage/destruction or loss due to undisclosed, unidentified, or unknown subsurface and surface features, whether owned by CLIENT or a third-party, except to the extent that the damage/destruction or loss was caused by negligence by E2S. CLIENT, at CLIENT's expense shall furnish E2S all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials at, on, or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by E2S for proper performance of its service.
E2S shall be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under the Agreement. CLIENT-provided documents will remain the property of the CLIENT. CLIENT shall mark the location of all underground utilities affecting the job site. E2S assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by E2S. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against E2S, and indemnify, defend, and hold E2S harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other man-made objects that were not identified to E2S by CLIENT or which were not properly located on drawings furnished to E2S.
13. **FAILURE TO FOLLOW RECOMMENDATIONS.** CLIENT acknowledges that the findings, recommendations and conclusions provided by E2S are based solely on professional interpretation of observations of conditions as they existed at the time of the site inspection and on information obtained while conducting the scope of services for this project. If the findings or recommendations are not implemented or acted upon within a reasonable period of time, there can be no assurances that intervening factors will not arise which may affect the findings and recommendations provided. In addition, data available from further inspections, assessments, subsurface explorations, sampling and testing of the property may modify or indicate the need to modify the findings and conclusions provided. E2S assumes no responsibility for damages (consequential or otherwise) arising from any such subsequent data, information or situations that are identified but not brought to E2S's attention. E2S shall not be liable for any claims that may arise through the course of implementing any of E2S's plans, specifications, or recommendations when E2S is not retained to observe, direct and supervise such implementation.
14. **HAZARDOUS MATERIALS AND DISPOSAL.** It is understood and agreed that E2S has no responsibility as a handler, generator, operator, transporter, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of any hazardous substances or constituents found or identified in any sample collected by E2S. All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analysis are completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and materials. Any and all testing or sampling equipment, clothing, expendables, or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as previously outlined.
15. **DOCUMENTS.** All documents, including drawings, specifications, reports, estimates, field notes, and digitized versions thereof, furnished by E2S under this Agreement shall be the property of the CLIENT. It is agreed that E2S shall be entitled to keep copies of all documents. E2S shall have the right to use the intellectual property contained in such documents. All proprietary information of E2S shall remain the property of E2S. Documents furnished by E2S under this Agreement are not to be reused by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by E2S will be at the CLIENT's sole risk and without liability to E2S and CLIENT shall indemnify and hold E2S harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by E2S will entitle E2S to further compensation.
16. **EMPLOYMENT OF PERSONNEL.** Subject to the prior written consent of E2S, the CLIENT shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of E2S directly associated with delivery of the services. CLIENT shall pay E2S an amount equal to the annual salary plus benefits in the event that the Client hires any E2S or former E2S employee within one year after the termination of this Agreement.
17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party. It is the expressed intent of the CLIENT and E2S that they are the sole beneficiaries of the terms of this Agreement and there are no third party beneficiaries to this Agreement.
18. **FORCE MAJEURE.** E2S nor any of its principals or employees shall be liable for any failure or delay in performance due under this Agreement, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw materials, fuel or power shortages, act of governmental authorities, delays in transportation, quarantine restrictions, substantial modification of the scope of work or to any cause of any nature beyond E2S's control. E2S shall have the right to apportion services on such basis as may appear to it to be equitable.
19. **NOTICE.** All written notices to be served or given to the CLIENT pursuant to this Agreement shall be sent or delivered to the CLIENT's residence, office or usual place of business and shall be treated as having been given upon receipt.
20. **GOVERNING LAW.** This Agreement shall be governed by, and constructed in accordance with, the laws of the Commonwealth of Pennsylvania.
21. **SEVERABILITY.** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision and to that extent the provisions of this Agreement are declared to be severable.
22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any modification, revision or alteration thereof shall not be valid unless in writing and signed by the parties thereto.
23. **BINDING EFFECT.** The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.

*Coatesville Area School District
Education Committee*



Members

Bashera Grove, Chair
Robert Fisher
Thomas Keech

2018

Education Committee Agenda

Coatesville Area Senior High School Auditorium

July 10, 2018 - 6:00 PM

(3rd Committee Meeting of the Evening)

CHAIRPERSON: Bashera Grove
BOARD MEMBERS: Robert Fisher and Thomas Keech
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: _____

APPROVAL of MINUTES

Approval of the June 12, 2018 Education Committee meeting minutes. ([Enclosure](#))

Motion: _____ Second: _____ Vote: _____

AGENDA ITEMS

A. Confidential Student Agreement

RECOMMENDED MOTION: That the Board of School Directors approve the confidential student agreement for student 1718100054720. ([Confidential Enclosure](#))

B. Confidential Student Agreement

RECOMMENDED MOTION: That the Board of School Directors approve the confidential student agreement for student 1718100063960. ([Confidential Enclosure](#))

C. AFJROTC Out of State Field Trip Request

RECOMMENDED MOTION: That the Board of School Directors approve the request for an out of state field trip as presented. ([Confidential Enclosure](#))

D. Homebound Instruction

RECOMMENDED MOTION: That the Board of School Directors approve the homebound instruction request for the following students: [171810005080](#), [1718100045830](#) ([Confidential Enclosure](#))

E. ESY Independent Contractor Contract

RECOMMENDED MOTION: That the Board of School Directors approve the independent contractor contract with Lori Vanderbilt for ESY tutoring as presented. ([Enclosure](#))

F. ESY Independent Contractor Contract

RECOMMENDED MOTION: That the Board of School Directors approve the independent contractor contract with Chris Roberts for ESY tutoring as presented. ([Enclosure](#))

G. ESY Independent Contractor Contract

RECOMMENDED MOTION: That the Board of School Directors approve the independent contractor contract with Fred Strong for ESY tutoring as presented. ([Enclosure](#))

H. **School Physician Independent Contractor Contract**

RECOMMENDED MOTION: That the Board of School Directors approve the independent contractor contract with Dr. Robert E Schmidt as presented. ([Enclosure](#))

I. **School Physical Independent Contractor Contract**

RECOMMENDED MOTION: That the Board of School Directors approve the independent contractor contract with Sandra Kreiss-Schmidt, CSN SNP as presented. ([Enclosure](#))

J. **ESY Contracts**

RECOMMENDED MOTION: That the Board of School Directors approve the ESY Contracts for The following students: (*Confidential Enclosure*)

[1718100037000](#)

[1718100082420](#)

[1718800004780](#)

[1718700003710](#)

[1718100025540](#)

[1718100074190](#)

[1718100096290](#)

[1718100034960](#)

[1718500010110](#)

INFORMATIONAL ITEM(S)

Preschool Presentation & Update: Dr. Bridgette Miles

Charter School Update: Kindergarten Readiness Camp (To be presented at the July Regular Mtg. By Mr. Palaia)

Act 339 Plan: Mrs. Rita Perez

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT _____

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

Education Committee Minutes

Coatesville Area Senior High School Auditorium

June 12, 2018 - 6:00 PM

(4th Committee Meeting of the Evening)

CHAIRPERSON: Bashera Grove (Ann Wuertz)
BOARD MEMBERS: Robert Fisher and Thomas Keech
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: 6:45 pm

APPROVAL of MINUTES

Approval of the May 7, 2018 Education Committee meeting minutes. (*Enclosure*)

Motion: Robert Fisher **Second:** Thomas Keech **Vote:** 3-0

AGENDA ITEMS

A. Out of State Field Trip Request- German Club

RECOMMENDED MOTION: That the Board of School Directors approve the out of state field trip request made by the German Club (*Confidential Enclosure*)

Motion: Robert Fisher **Second:** Thomas Keech **Vote:** 3-0

B. Independent Educational Evaluation Contract

RECOMMENDED MOTION: That the Board of School Directors approve the Independent Educational Evaluation Contract for student #90001373 (*Confidential Enclosure*)

Motion: Robert Fisher **Second:** Thomas Keech **Vote:** 3-0

C. Homebound Instruction Request

RECOMMENDED MOTION: That the Board of School Directors approve homebound for student 10004583.

Motion: Robert Fisher **Second:** Thomas Keech **Vote:** 3-0

D. Instruction in the Home Request

RECOMMENDED MOTION: That the Board of School Directors approve the Instruction in the Home requests for the following students (*Confidential Enclosure*)

100138610

100146560

Motion: Robert Fisher **Second:** Thomas Keech **Vote:** 3-0

E. ESY Contracts

RECOMMENDED MOTION: That the Board of School Directors approve the ESY Contracts for the following students: (*Confidential Enclosure*)

100025830

100110720	100116750	100028870
900034130	100080800	100093340
100085440	100066420	100083030
100076630	100067650	900002850
100065780	100078610	100054350
100065380	100112230	100052800
100103840	100111630	100083130
100071530	100134780	100060210

Motion: Robert Fisher Second: Thomas Keech Vote: 3-0

F. **Probation Contracts 2018-2019**

RECOMMENDED MOTION: That the Board of School Directors approve the contracts between the Court of Common Pleas of Chester County Juvenile Probation Department and the Coatesville Area Senior High School, and the Coatesville Area Intermediate High School (9/10) (*Confidential Enclosure*).

Motion: Robert Fisher Second: Thomas Keech Vote: 3-0

G. **Request for Overnight Cheerleading Camp**

RECOMMENDED MOTION: That the Board of School Directors approve the cheerleader's attendance at an overnight cheerleading camp. (*Confidential Enclosure*)

Motion: Robert Fisher Second: Thomas Keech Vote: 3-0

H. **Request for Overnight Football Camp**

RECOMMENDED MOTION: That the Board of School Directors approve the football team's Attendance at an overnight football camp. (*Confidential Enclosure*)

Motion: Robert Fisher Second: Thomas Keech Vote: 3-0

I. **Confidential Student School Year Contracts**

RECOMMENDED MOTION: That the Board of School Directors approve the confidential student contracts for students **100025830,100060210** (*Confidential Enclosure*).

Motion: Robert Fisher Second: Thomas Keech Vote: 3-0

INFORMATIONAL ITEM(S)

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT at 6:53 pm

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

ESY – Wilson Reading Tutoring Contract

Contractor Name: Lori Vanderbilt

Please return to Special Education

INDEPENDENT CONTRACTOR CONTRACT
(Lori Vanderbilt)

Terms and Conditions

Intending to be legally bound hereby, this CONTRACT is entered into on the date set forth below by and between the Coatesville Area School District (hereinafter referred to as the "SCHOOL DISTRICT") and Lori Vanderbilt (hereinafter referred to as "CONTRACTOR").

- 1.0 CONTRACT. This CONTRACT consists of the following documents only: (1) these TERMS AND CONDITIONS OF CONTRACT; and (2) the following Appendices that are attached hereto and incorporated in this CONTRACT:

Appendix "A", relating to services to be provided by the CONTRACTOR; and
Appendix "B", relating to student records, employee records, HIPAA and a Business Associate Contract.

The intent of the CONTRACT documents is to include all items necessary for the proper execution and completion of the SERVICES and work by the CONTRACTOR. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there are any actual or alleged conflicts between these TERMS AND CONDITIONS OF CONTRACT and any provision(s) contained in any of the appendices attached hereto, these TERMS AND CONDITIONS shall control.

- 2.0 INDEPENDENT CONTRACTOR. The parties hereto agree that CONTRACTOR and any agents, subcontractors and employees of CONTRACTOR in the performance of this CONTRACT shall act in an independent contractor capacity and not as officers, employees or agents of the SCHOOL DISTRICT. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages, insurance, benefits and other compensation. CONTRACTOR, without any cost or expense to the SCHOOL DISTRICT, shall faithfully comply with all applicable laws or regulations involving Title VII, the Pennsylvania Human Relations Act, the FLSA, Workers' compensation and unemployment insurance laws, social security and withholding of income tax from wages, and shall indemnify and hold the SCHOOL DISTRICT harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations. CONTRACTOR thereby has total control over the means, manner, and method of the performance of this Contract. The SCHOOL DISTRICT is only interested in the results of CONTRACTOR's performance as an Independent Contractor and in obtaining the services described in this CONTRACT. CONTRACTOR may perform services for and be employed by such additional clients, persons or companies as CONTRACTOR, in its sole discretion, sees fit.

- 3.0 STANDARD OF CARE. CONTRACTOR shall perform its services in accordance with the standards and practices currently approved by its particular profession but, otherwise, will have sole discretion in determining the method and means of performing services.
- 4.0 OPERATING EXPENSES. CONTRACTOR agrees to bear all costs and expenses incident to the provision of services under this CONTRACT, including without limitation, business taxes, insurance coverage as provided herein, workers compensation assessments and any other costs or fees incurred to provide the services under this CONTRACT.
- 5.0 PROVISION OF SERVICES. CONTRACTOR agrees to provide the services set forth in Addendum "A" of the CONTRACT. In the provision of such services, CONTRACTOR agrees to conform to all applicable federal, state and local laws, regulations and ordinances, and further agrees that its employees shall conduct such activities with integrity and honesty, in a professional manner and with proper decorum at all times.
- 6.0 EMPLOYMENT OF QUALIFIED PERSONS. CONTRACTOR may employ or provide person(s) to assist CONTRACTOR in performing the obligations specified in this CONTRACT. All persons so employed or provided by CONTRACTOR shall be competent, skilled, trained and qualified to perform services under this CONTRACT, at CONTRACTOR'S expense, including but not limited to, maintenance of current knowledge of best practices in curriculum, instruction and assessment. To the extent required by law, CONTRACTOR shall ensure that persons providing services under this CONTRACT are appropriately certified and/or have acquired the appropriate credentials under the laws and guidelines of the Commonwealth of Pennsylvania. CONTRACTOR shall insure adherence to the following terms and conditions with respect to individuals performing services under this CONTRACT:
- 6.1 Every individual employed or provided by CONTRACTOR shall comply with all applicable regulations governing governmental agencies or entities, pertaining to and INCLUDING, age, fitness, competence, conduct, licensing, physical examination, drug and alcohol testing, and continued eligibility. Without intending to limit the generality of the foregoing, all employees, contractors and staff performing services must:
- 6.1.1 Be of good moral character;
 - 6.1.2 Be at least eighteen (18) years of age;
 - 6.1.3 Have had a pre-employment examination in accordance with Section 1418 of the School Code;
 - 6.1.4 Have been tested before start of work for tuberculosis;
 - 6.1.5 Have a certificate on file with CONTRACTOR from a physician verifying the examination;

- 6.1.6 Be citizens of the United States or hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.
- 6.2 CONTRACTOR shall obtain and maintain the following documents (and provide said documents to the SCHOOL DISTRICT upon request) for any employee or person providing services under this CONTRACT prior to the performance of any services by said employee or person under this CONTRACT:
 - 6.2.1 Criminal Background Check pursuant to Act 34, and any amendments thereto;
 - 6.2.2 Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto;
 - 6.2.3 Federal Criminal Record Information from the FBI; and
 - 6.2.4 Immigration and Naturalization 1-9 form for establishing lawful employment status.
- 6.3 CONTRACTOR understands and agrees that such persons shall not be considered employees of the SCHOOL DISTRICT and that it is CONTRACTOR'S responsibility to assure that such persons conform fully to the applicable obligations undertaken by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR further agrees to:
 - 6.3.1 Bear all expenses associated with certifying and/or qualifying such persons to perform the services agreed to be provided herein, including but not limited to, the cost of education and training;
 - 6.3.2 Bear all expenses associated with the employment of such persons, including but not limited to, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits and insurance coverages;
 - 6.3.3 Assume sole responsibilities or compliance with all applicable laws, rules, regulations and orders respecting payroll deductions and maintenance of payroll and employment records;
 - 6.3.4 Hold the SCHOOL DISTRICT harmless from any liability and claims by others or by government arising from CONTRACTOR'S relationship with CONTRACTOR'S employees under any federal, state or municipal laws applicable to the relationship between employers and employees.
- 7.0 DISCRETION OF CONTRACTOR TO DETERMINE METHOD AND MEANS OF MEETING OBJECTIVES. It is specifically understood and agreed by both parties that CONTRACTOR shall be responsible for exercising independent discretion and judgment to provide the services specified herein and in Appendix "A", and that no official or employee

of the SCHOOL DISTRICT shall have the authority to direct or supervise CONTRACTOR as to the manner or means employed to achieve such objectives and results. For example, no official or employee of the SCHOOL DISTRICT shall have the authority to prescribe exact hours of work whether or not the CONTRACTOR or its employees are to take breaks or other details of performance.

8.0 INSURANCE. CONTRACTOR shall, at its sole cost and expense, obtain and maintain in force and effect throughout the original term, and any extension, of this CONTRACT the following insurances:

8.1 General Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$500,000 Fire Damage or Fire Legal Liability; \$10,000 Medical Expense (any one person); and \$2,000,000 general aggregate.

8.2 Vehicular Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 for each occurrence and in the aggregate — bodily injury; and \$1,000,000 for each occurrence and in the aggregate — property damage.

8.3 If required by applicable law, Workers' Compensation and Employers' Liability, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee, or other minimum amounts required by law, unless such insurance is not available in the marketplace to the CONTRACTOR. In the event that the CONTRACTOR claims that such insurance is not available, CONTRACTOR shall provide confirmation of that fact from its insurance producer.

8.4 CONTRACTOR shall provide the SCHOOL DISTRICT, upon request, with proof of insurance suitable to the SCHOOL DISTRICT.

9.0 INDEMNITY AND HOLD HARMLESS. CONTRACTOR shall indemnify, hold harmless and defend the SCHOOL DISTRICT and its board of school directors, officers, agents, employees and attorneys, in their official or individual capacities, from and against any and all loss, damage, liability, claims, suits, judgments, and demands whatsoever, including attorneys' fees, arising from:

9.1 Any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of CONTRACTOR, any subcontractor, employee or agent of CONTRACTOR, or any person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part by acts or omissions of the SCHOOL DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, with respect to or in connection to services under this CONTRACT; provided, however, that if any injury to or death of any person or persons, or damage to property, arises out of any actions or omissions of the SCHOOL

DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, then the indemnity required by this CONTRACT by CONTRACTOR shall be proportionately reduced taking into account the relative degree of responsibility of CONTRACTOR, its agents, employees, representatives and of the SCHOOL DISTRICT and its agents, employees and representatives;

9.2 Any claims, suits, actions, losses and/or damages by any of CONTRACTOR'S agents, employees or subcontracts against the SCHOOL DISTRICT, its board of school directors, officers, agents, employees and attorneys in their official or individual capacities caused or allegedly caused by any alleged or actual acts or omissions of any SCHOOL DISTRICT employee, agent, official, board member or attorney, unless (a) it is determined by a court of competent jurisdiction that the act or omission by the SCHOOL DISTRICT employee, agent, official, board member or attorney was taken maliciously and in willful violation of the rights of CONTRACTOR'S agents, employees or subcontractors and with no involvement by CONTRACTOR or its agents, officials or employees; or (b) the claim is based upon tort exclusively; is not based upon the deprivation of any employment, statutory or constitutional rights of the Plaintiff; and is not barred by the Political Subdivision Tort Claims Act;

9.3 Any claims, suits, actions, losses and/or damages by any person, including students and parents, growing out of any alleged improper conduct of any nature or type, including physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of CONTRACTOR'S employees, agents, officials or contractors; and

9.4 CONTRACTOR'S breach of any term of this CONTRACT.

10.0 SURVIVAL OF PROVISIONS. The following provisions of this CONTRACT shall survive any termination of this CONTRACT:

10.1 The indemnity and hold harmless provisions;

10.2 All waiver agreements by the CONTRACTOR;

10.3 All provisions related to confidentiality;

10.4 All provisions related to the remedies, defenses and immunities of the SCHOOL DISTRICT; and

10.5 All provisions related to the ownership of records and data.

11.0 PAYMENTS TO CONTRACTOR. CONTRACTOR shall be paid the amounts set forth in Appendix "A" in the manner set forth in Appendix "A". Payment shall be in the form of a check issued to CONTRACTOR. The SCHOOL DISTRICT shall have no responsibilities to make deductions for or to pay wages, benefits, health, welfare or pension costs, income taxes, unemployment insurance premiums, payroll taxes, disability insurance premiums, social security taxes or any other similar charges with respect to CONTRACTOR or CONTRACTOR'S employees.

12.0 SCHOOL DISTRICT STATUTORY IMMUNITY. Any other term, covenant or condition of this CONTRACT to the contrary notwithstanding, the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The SCHOOL DISTRICT does not waive for itself or for its officers, employees, agents, or for the members of the Board of School Directors, any other defenses or immunities available to it or any of them.

13.0 TERM AND TERMINATION. This CONTRACT may be terminated as follows:

13.1 TERM. The term of the CONTRACT is set forth in Appendix "A." However, unless terminated earlier, this CONTRACT shall terminate and the SCHOOL DISTRICT shall have no further responsibilities (including payment responsibilities) if any of the following events occur:

13.1.1 The affected students are all no longer residents of the SCHOOL DISTRICT;

13.1.2 When all affected students' IEPs are changed so as not to require the services covered by this CONTRACT; or

13.1.3 The funding source changes to an agency other than the SCHOOL DISTRICT.

13.2 TERMINATION FOR CONVENIENCE: Notwithstanding anything in this CONTRACT to the contrary, the SCHOOL DISTRICT has the right to terminate the CONTRACT for the SCHOOL DISTRICT'S convenience if the SCHOOL DISTRICT determines termination to be in the SCHOOL DISTRICT'S best interest. CONTRACTOR shall be paid for services satisfactorily completed prior to the effective date of the termination, but in no event shall the CONTRACTOR be entitled to recover loss of profits.

13.3 At any time, by mutual agreement of CONTRACTOR and the SCHOOL DISTRICT.

13.4 By CONTRACTOR or the SCHOOL DISTRICT if the other party breaches or fails to perform the contractual obligations imposed by this CONTRACT.

13.5 By CONTRACTOR if the CONTRACTOR does not believe that it can provide the services required under this CONTRACT in accordance with applicable law.

14.0 OBLIGATIONS UPON TERMINATION. Upon termination of this CONTRACT for any reason, CONTRACTOR agrees to immediately return any SCHOOL DISTRICT equipment, documents or other materials in its possession. If CONTRACTOR fails to return any SCHOOL DISTRICT equipment, documents or other materials in its possession within ten (10) calendar days of the termination of this CONTRACT, CONTRACTOR agrees that the SCHOOL DISTRICT may withhold the return of any monies due to the CONTRACTOR as

payment for services under this CONTRACT until the CONTRACTOR returns the items to the SCHOOL DISTRICT.

- 15.0 CONFIDENTIAL INFORMATION. CONTRACTOR acknowledges that the SCHOOL DISTRICT may provide CONTRACTOR with access to, and may confide in CONTRACTOR, and CONTRACTOR may prepare or create, information, business methods and systems, techniques and methods of operation developed at great expense by the SCHOOL DISTRICT and which are assets of the SCHOOL DISTRICT. CONTRACTOR shall not, during the term of or following the date on which this CONTRACT terminates, directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity, any confidential and proprietary information of the SCHOOL DISTRICT, including, but not limited to, information relating to product lines, sales strategies, sales techniques, strategic plans, costs, customer lists, profits or the business affairs and financial condition of the SCHOOL DISTRICT, or any of the SCHOOL DISTRICT business methods, systems, marketing materials, clients or techniques (collectively "Confidential Information"), except for such disclosures (i) where required by law, but only after written notice to the SCHOOL DISTRICT detailing the circumstances and legal requirement for the disclosure, and only after the SCHOOL DISTRICT has been afforded a reasonable period of time to seek a protective order or other relief to protect its Confidential Information; or (ii) as necessary during the performance of CONTRACTOR'S duties for such use or purpose as are in the best interests of the SCHOOL DISTRICT. At any time upon request and also upon termination of this CONTRACT for any reason, CONTRACTOR shall deliver to the SCHOOL DISTRICT all of its property including, but not limited to, its Confidential Information (whether electronically stored or otherwise) which are in CONTRACTOR'S possession or under CONTRACTOR'S control. Property to be returned includes, but is not limited to, notebook pages, documents, records, prototypes, customer files, customer lists, customer names, drawings, electronically stored data, computer media or any other materials or property in CONTRACTOR'S possession.
- 16.0 OWNERSHIP OF SCHOOL DISTRICT RECORDS. The SCHOOL DISTRICT shall at all times own all records, documents and data, of whatever nature or type, (the "RECORDS") that it provides to the CONTRACTOR under this CONTRACT. CONTRACTOR may use the RECORDS only for the purpose of the engagement reflected in this CONTRACT and for no other purpose. CONTRACTOR must return the Records to the SCHOOL DISTRICT upon completion of its work under this CONTRACT.
- 17.0 EQUITABLE REMEDIES. CONTRACTOR acknowledges that CONTRACTOR'S compliance with the covenants in the preceding section of the CONTRACT is necessary to protect the good will, confidential information and other proprietary interests of the SCHOOL DISTRICT, that such covenants are supported by adequate and sufficient consideration, and that, in the event of any violation by CONTRACTOR of any provision of the preceding section, the SCHOOL DISTRICT will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, CONTRACTOR agrees that, in the event of such violation or threatened violation by CONTRACTOR, the SCHOOL DISTRICT and its successors and assigns shall be entitled to an injunction before

trial from any court of competent jurisdiction as a matter of course and upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to the SCHOOL DISTRICT.

16.1 Authorization. CONTRACTOR authorizes the SCHOOL DISTRICT to inform any third parties of the existence of this CONTRACT and CONTRACTOR'S obligations under it.

16.2 Remedies Cumulative and Concurrent. The rights and remedies of the SCHOOL DISTRICT as provided in this CONTRACT shall be cumulative and concurrent and may be pursued separately, successively or together against CONTRACTOR, at the sole discretion of the SCHOOL DISTRICT, and may be exercised as often as occasion therefore shall arise. The failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof

18.0 REPRESENTATION AND WARRANTY. CONTRACTOR represents and warrants that it is not under any obligation, contractual or otherwise, to any person, firm or corporation, which would prevent CONTRACTOR'S entry into this CONTRACT with the SCHOOL DISTRICT or CONTRACTOR'S performance of the terms of this CONTRACT.

19.0 CONTRACTOR'S WAIVER. CONTRACTOR and all of its contractors and subcontractors, and all of their respective officers, agents, representatives and employees, shall make no claim against the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors for the acts, omissions or negligence of the SCHOOL DISTRICT; or its officers, employees and members of the Board of School Directors, to the extent such claim or claims is compensable in whole or in part in the obligations of the CONTRACTOR or any of its contractors or subcontractors under the Pennsylvania Workers Compensation Law or any other state workers compensation statute or statutes.

20.0 WAIVER OF TRIAL BY JURY AND JURISDICTION. CONTRACTOR hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Chester County in any and all actions or proceedings arising under or pursuant hereto. CONTRACTOR and SCHOOL DISTRICT agree to waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this CONTRACT.

21.0 SEVERABILITY. Each covenant and CONTRACT in this CONTRACT shall for all purposes be construed as a separate and independent covenant or CONTRACT. If any provision of this CONTRACT or the application thereof shall to any extent be invalid, illegal, or otherwise unenforceable, the remainder of this CONTRACT and the application of such provision other than as invalid, illegal or unenforceable, shall be affected thereby; and such provisions in this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

22.0 AMENDMENT AND MODIFICATION. This CONTRACT, including all Addendums, each of which is incorporated into this CONTRACT, contains the entire CONTRACT

between the parties hereto, and shall not be amended, modified or supplemented unless by CONTRACT in writing signed by both SCHOOL DISTRICT and CONTRACTOR and approved at public school board meeting by the Board of Directors of the SCHOOL DISTRICT. The public school board meeting shall be held in accordance with the provisions of the Sunshine Act.

23.0 HEADINGS AND TERMS. The title and headings of this CONTRACT are for convenience of reference only and shall not in any way be utilized to construe or interpret the CONTRACT. The term "CONTRACTOR" and the term "SCHOOL DISTRICT" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties; provided, however, that any action required by law to be taken by the Board of Directors of the SCHOOL DISTRICT shall be valid and binding only if said action is taken by said Board.

24.0 CORPORATE AUTHORITY. Each person signing this CONTRACT on behalf of CONTRACTOR represents and warrants that he/she is authorized to enter into this CONTRACT on behalf of CONTRACTOR and that this CONTRACT is fully and completely binding on CONTRACTOR. If at any time during the term of this CONTRACT, or any extension or renewal thereof, CONTRACTOR shall change its corporate name, by operation of law or otherwise, CONTRACTOR shall deliver to the SCHOOL DISTRICT a copy of the Certificate of Name Change or such evidence of CONTRACTOR'S name change and authority as is reasonably acceptable to the SCHOOL DISTRICT. Such evidence shall be delivered to the SCHOOL DISTRICT within ten (10) calendar days of CONTRACTOR'S official name change, or, if not so delivered, then within ten (10) calendar days of a request from the SCHOOL DISTRICT.

25.0 GOVERNING LAW. This CONTRACT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

26.0 CONTRACTOR'S WAIVER. CONTRACTOR expressly waives any right to recovery from the SCHOOL DISTRICT for any injuries CONTRACTOR may sustain while performing services pursuant to this CONTRACT. CONTRACTOR'S employees, agents, contractors and subcontractors must sign a legally enforceable waiver and release of any and all claims that the employee, agent, contractor or subcontractor may have to make a claims, or commence a law suit, or recover damages or losses from or against SCHOOL DISTRICT (and the employees, agents and officials of SCHOOL DISTRICT) or from or against any student (and the parents, guardians or custodians of the students) enrolled in any SCHOOL DISTRICT program or activity arising from or related to any injuries which are covered under Pennsylvania's Workers' Compensation statute or which would be covered if the agent, contractor or subcontractor were an employee. Upon request, the CONTRACTOR shall provide a copy of the waiver and release to the SCHOOL DISTRICT.

27.0 RECIPROCAL COVENANT ON NOTIFICATION OF LEGAL VIOLATIONS. Within ten (10) calendar days after receipt, CONTRACTOR and SCHOOL DISTRICT shall advise the other party in writing and provide the other with copies of (as applicable) any notices or

claims alleging any violation of law relating to any acts or inaction relating to this CONTRACT or the services provided under this CONTRACT.

28.0 CONTRACTOR'S ACKNOWLEDGEMENT AND REPRESENTATION.
CONTRACTOR acknowledges and represents that it has read and fully understands the provisions of this CONTRACT, and has had sufficient time and opportunity to consult with personal financial, tax and legal advisors prior to executing this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed on the dates indicated.

COATESVILLE AREA SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

LORI VANDERBILT

By: _____

Date: _____

APPENDIX "A"

CONTRACTOR shall perform the following services under the CONTRACT:

1. CONTRACTOR shall provide Wilson Reading System services to students assigned by the SCHOOL DISTRICT for Extended the School Year ("ESY") during the Summer of 2018. The Services for assigned students shall begin on June 26, 2018, and end on August 2, 2018 (the "Term"), or as otherwise specified by the SCHOOL DISTRICT.
2. The SCHOOL DISTRICT agrees to pay CONTRACTOR at the rate of \$70.00 per session for an individual student or \$60.00 per student per session for a group of two or more students in one session. Services per session include: preparation of lesson; presentation of lesson; assessment as required for diagnostic and/or progress monitoring purposes; and quarterly progress reports provided to the teacher for each student.
3. CONTRACTOR shall present detailed invoices to the SCHOOL DISTRICT prior to payment being processed. Invoices shall include the date of the lesson and the student(s) served. In the event that the SCHOOL DISTRICT has paid for services that have not been provided in accordance with the terms of this CONTRACT (whether such service were not provided at all, were provided in a noncompliant manner, or were in any other way non-compliant), the CONTRACTOR shall remedy such default by providing compensatory services at no cost to the SCHOOL DISTRICT.
4. CONTRACTOR shall accurately record the students' attendance and conduct progress monitoring for the students toward IEP goal progress.

The SCHOOL DISTRICT shall provide transportation for the students, if necessary.

APPENDIX "B"

BUSINESS ASSOCIATE CONTRACT

WHEREAS, the COATESVILLE AREA SCHOOL DISTRICT ("SCHOOL DISTRICT" or "WE") have a CONTRACT with LORI VANDERBILT ("CONTRACTOR" or "YOU") for the provisions of certain services, some of which may involve the needed disclosure of student records, employee records, and/or Protected Health Information as defined in HIPAA; and

NOW, THEREFORE, in consideration of the forgoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the SCHOOL DISTRICT and CONTRACTOR agree as follows:

1. Construction and Applicability.

Any term defined in the underlying CONTRACT, including any previous amendments to the CONTRACT entered into by the parties from time to time (the "CONTRACT") shall be given the same meaning in this APPENDIX; except that, in the event of a conflict between any term or provision of this APPENDIX and the CONTRACT, the term or provision of this APPENDIX shall control with regard to matters governed by HIPAA. The parties specifically agree that this APPENDIX supersedes and replaces the obligations of CONTRACTOR set forth in the CONTRACT with respect to confidential information to the extent that such confidential information falls within the definition of PROTECTED HEALTH INFORMATION, PROTECTED STUDENT RECORDS, or PROTECTED EMPLOYEE RECORDS below. The parties agree to waive any applicable form of notice, notice period, effective date, or other formality or prerequisite to entering into this APPENDIX, except as specifically herein otherwise provided. In all other respects, except as herein specifically amended, the parties ratify and confirm that all other provisions of the CONTRACT remain in full force and effect.

2. Catch-all Definition.

Terms used that are defined in the PRIVACY RULE, but not otherwise defined in this APPENDIX shall have the same meaning as those terms in the PRIVACY RULE.

3. Examples of Specific Definitions.

(a) **BUSINESS ASSOCIATE.** BUSINESS ASSOCIATE shall INCLUDE any and all employees of CONTRACTOR or employees of the SCHOOL DISTRICT, as may be applicable depending upon the nature of service in the specific circumstances.

(b) **COVERED ENTITY.** COVERED ENTITY shall mean the SCHOOL DISTRICT or the CONTRACTOR, as may be applicable depending upon the work and services being performed in any given circumstance.

(c) **ELECTRONIC PROTECTED HEALTH INFORMATION.** ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) **INDIVIDUAL.** INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) **PRIVACY RULE.** PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **PROTECTED HEALTH INFORMATION.** PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) **PROTECTED STUDENT INFORMATION.** PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) **PROTECTED EMPLOYEE INFORMATION.** PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) **PROTECTED INFORMATION.** PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) **REQUIRED BY LAW.** REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) **SECURITY RULE.** SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) **SECRETARY.** SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

4. **Obligations and Activities of BUSINESS ASSOCIATE.**

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

INFORMATION by BUSINESS ASSOCIATE in violation of the requirements of this APPENDIX and the PRIVACY RULE,

(c) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PROTECTED INFORMATION not provided for by this APPENDIX of which it becomes aware.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, agrees to the same restrictions and conditions that apply through this APPENDIX to BUSINESS ASSOCIATE with respect to such information.

(f) BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and PROTECTED INFORMATION, relating to the use and disclosure of PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or to the SECRETARY, in a mutually agreeable time and manner or as designated by the SECRETARY, for purposes of the SECRETARY determining COVERED ENTITY's compliance with the PRIVACY RULE.

(g) BUSINESS ASSOCIATE agrees to document such disclosures of PROTECTED INFORMATION and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED INFORMATION in accordance with 45 CFR 164.528 or other applicable law.

(h) BUSINESS ASSOCIATE agrees to provide to COVERED ENTITY or an INDIVIDUAL, in a reasonable time and manner, information collected in accordance with paragraph (i) of this APPENDIX, to permit COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED HEALTH INFORMATION in accordance with 45 CFR 164.528 or for an accounting of disclosures of PROTECTED INFORMATION in accordance with other applicable law.

(i) BUSINESS ASSOCIATE shall maintain the security of PROTECTED HEALTH INFORMATION, including ELECTRONIC PROTECTED HEALTH INFORMATION, in accordance with the requirements of the SECURITY RULE, including, but not limited to, 45 CFR 164.310, 45 CFR 164.312, and 45 CFR 164.316.

(j) BUSINESS ASSOCIATE shall notify the COVERED ENTITY immediately in the event that the BUSINESS ASSOCIATE discovers a breach of security with respect to UNSECURED PROTECTED INFORMATION that the BUSINESS ASSOCIATE accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses. For the purposes of this notification requirement, "UNSECURED PROTECTED INFORMATION" shall mean PROTECTED INFORMATION that is not secured through the use of a technology or methodology specified by the SECRETARY. The BUSINESS ASSOCIATE'S notice to the COVERED ENTITY shall include the identification of each individual whose unsecured protected

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

5. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY,

6. Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH

INFORMATION, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(c) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PROTECTED HEALTH INFORMATION that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PROTECTED INFORMATION in any manner that would not be permissible under the PRIVACY RULE or other applicable law if done by COVERED ENTITY.

9. Miscellaneous.

(a) **Regulatory References.** A reference in this APPENDIX to a section in the PRIVACY RULE or the SECURITY RULE means the section as if effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this APPENDIX from time to time as is necessary for COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the requirements of the PRIVACY RULE, the SECURITY RULE, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91, as amended.

(c) **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE under Section 4 of this APPENDIX shall survive the termination of the CONTRACT to which this Appendix is a part.

(d) **Interpretation.** Any ambiguity in this APPENDIX shall be resolved to permit COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the PRIVACY RULE and the SECURITY RULE.

(e) **Incorporation of Legally Required Provisions.** In the event that there are any legally required provisions for a valid Business Associate Contract that have not been stated herein, it shall be presumed that such required provisions are hereby incorporated herein by this reference as if fully set forth herein.

2. The SCHOOL DISTRICT agrees to pay CONTRACTOR at the rate of \$70.00 per session for an individual student or \$60.00 per student per session for a group of two or more students in one session. Services per session include: preparation of lesson; presentation of lesson; assessment as required for diagnostic and/or progress monitoring purposes; and quarterly progress reports provided to the teacher for each student.

3. CONTRACTOR shall present detailed invoices to the SCHOOL DISTRICT prior to payment being processed. Invoices shall include the date of the lesson and the student(s) served. In the event that the SCHOOL DISTRICT has paid for services that have not been provided in accordance with the terms of this CONTRACT (whether such service were not provided at all, were provided in a noncompliant manner, or were in any other way non-compliant), the CONTRACTOR shall remedy such default by providing compensatory services at no cost to the SCHOOL DISTRICT.
4. CONTRACTOR shall accurately record the students' attendance and conduct progress monitoring for the student toward IEP goal progress.

The SCHOOL DISTRICT shall provide transportation for the students, if necessary.

APPENDIX "B"

BUSINESS ASSOCIATE CONTRACT

WHEREAS, the COATESVILLE AREA SCHOOL DISTRICT ("SCHOOL DISTRICT" or "WE") have a CONTRACT with CHRIS ROBERTS ("CONTRACTOR" or "YOU") for the provisions of certain services, some of which may involve the needed disclosure of student records, employee records, and/or Protected Health Information as defined in HIPAA; and

NOW, THEREFORE, in consideration of the forgoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the SCHOOL DISTRICT and CONTRACTOR agree as follows:

10. Construction and Applicability.

Any term defined in the underlying CONTRACT, including any previous amendments to the CONTRACT entered into by the parties from time to time (the "CONTRACT") shall be given the same meaning in this APPENDIX; except that, in the event of a conflict between any term or provision of this APPENDIX and the CONTRACT, the term or provision of this APPENDIX shall control with regard to matters governed by HIPAA. The parties specifically agree that this APPENDIX supersedes and replaces the obligations of CONTRACTOR set forth in the CONTRACT with respect to confidential information to the extent that such confidential information falls within the definition of PROTECTED HEALTH INFORMATION, PROTECTED STUDENT RECORDS, or PROTECTED EMPLOYEE RECORDS below. The parties agree to waive any applicable form of notice, notice period, effective date, or other formality or prerequisite to entering into this APPENDIX, except as specifically herein otherwise provided. In all other respects, except as herein specifically amended, the parties ratify and confirm that all other provisions of the CONTRACT remain in full force and effect.

11. Catch-all Definition.

Terms used that are defined in the PRIVACY RULE, but not otherwise defined in this APPENDIX shall have the same meaning as those terms in the PRIVACY RULE.

12. Examples of Specific Definitions.

(a) **BUSINESS ASSOCIATE.** BUSINESS ASSOCIATE shall INCLUDE any and all employees of CONTRACTOR or employees of the SCHOOL DISTRICT, as may be applicable depending upon the nature of service in the specific circumstances.

(b) **COVERED ENTITY.** COVERED ENTITY shall mean the SCHOOL DISTRICT or the CONTRACTOR, as may be applicable depending upon the work and services being performed in any given circumstance.

(c) **ELECTRONIC PROTECTED HEALTH INFORMATION.** ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) **INDIVIDUAL.** INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) **PRIVACY RULE.** PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **PROTECTED HEALTH INFORMATION.** PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) **PROTECTED STUDENT INFORMATION.** PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) **PROTECTED EMPLOYEE INFORMATION.** PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) **PROTECTED INFORMATION.** PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) **REQUIRED BY LAW.** REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) **SECURITY RULE.** SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) **SECRETARY.** SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

13. **Obligations and Activities of BUSINESS ASSOCIATE.**

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

INFORMATION by BUSINESS ASSOCIATE in violation of the requirements of this APPENDIX and the PRIVACY RULE,

(c) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PROTECTED INFORMATION not provided for by this APPENDIX of which it becomes aware.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, agrees to the same restrictions and conditions that apply through this APPENDIX to BUSINESS ASSOCIATE with respect to such information.

(f) BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and PROTECTED INFORMATION, relating to the use and disclosure of PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or to the SECRETARY, in a mutually agreeable time and manner or as designated by the SECRETARY, for purposes of the SECRETARY determining COVERED ENTITY's compliance with the PRIVACY RULE.

(g) BUSINESS ASSOCIATE agrees to document such disclosures of PROTECTED INFORMATION and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED INFORMATION in accordance with 45 CFR 164.528 or other applicable law.

(h) BUSINESS ASSOCIATE agrees to provide to COVERED ENTITY or an INDIVIDUAL, in a reasonable time and manner, information collected in accordance with paragraph (i) of this APPENDIX, to permit COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED HEALTH INFORMATION in accordance with 45 CFR 164.528 or for an accounting of disclosures of PROTECTED INFORMATION in accordance with other applicable law.

(i) BUSINESS ASSOCIATE shall maintain the security of PROTECTED HEALTH INFORMATION, including ELECTRONIC PROTECTED HEALTH INFORMATION, in accordance with the requirements of the SECURITY RULE, including, but not limited to, 45 CFR 164.310, 45 CFR 164.312, and 45 CFR 164.316.

(j) BUSINESS ASSOCIATE shall notify the COVERED ENTITY immediately in the event that the BUSINESS ASSOCIATE discovers a breach of security with respect to UNSECURED PROTECTED INFORMATION that the BUSINESS ASSOCIATE accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses. For the purposes of this notification requirement, "UNSECURED PROTECTED INFORMATION" shall mean PROTECTED INFORMATION that is not secured through the use of a technology or methodology specified by the SECRETARY. The BUSINESS ASSOCIATE'S notice to the COVERED ENTITY shall include the identification of each individual whose unsecured protected

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

14. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY,

15. Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

16. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH

INFORMATION, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(c) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PROTECTED HEALTH INFORMATION that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

17. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PROTECTED INFORMATION in any manner that would not be permissible under the PRIVACY RULE or other applicable law if done by COVERED ENTITY.

18. Miscellaneous.

(a) **Regulatory References.** A reference in this APPENDIX to a section in the PRIVACY RULE or the SECURITY RULE means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this APPENDIX from time to time as is necessary for COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the requirements of the PRIVACY RULE, the SECURITY RULE, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91, as amended.

(c) **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE under Section 4 of this APPENDIX shall survive the termination of the CONTRACT to which this Appendix is a part.

(d) **Interpretation.** Any ambiguity in this APPENDIX shall be resolved to permit COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the PRIVACY RULE and the SECURITY RULE.

(e) **Incorporation of Legally Required Provisions.** In the event that there are any legally required provisions for a valid Business Associate Contract that have not been stated herein, it shall be presumed that such required provisions are hereby incorporated herein by this reference as if fully set forth herein.

ESY – Wilson Reading Tutoring Contract

Contractor Name: Chris Roberts

Please return to Special Education

INDEPENDENT CONTRACTOR CONTRACT
(Christopher Roberts)

Terms and Conditions

Intending to be legally bound hereby, this CONTRACT is entered into on the date set forth below by and between the Coatesville Area School District (hereinafter referred to as the "SCHOOL DISTRICT") and Chris Roberts (hereinafter referred to as "CONTRACTOR").

- 1.0 CONTRACT. This CONTRACT consists of the following documents only: (1) these TERMS AND CONDITIONS OF CONTRACT; and (2) the following Appendices that are attached hereto and incorporated in this CONTRACT:

Appendix "A", relating to services to be provided by the CONTRACTOR; and
Appendix "B", relating to student records, employee records, HIPAA and a Business Associate Contract.

The intent of the CONTRACT documents is to include all items necessary for the proper execution and completion of the SERVICES and work by the CONTRACTOR. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there are any actual or alleged conflicts between these TERMS AND CONDITIONS OF CONTRACT and any provision(s) contained in any of the appendices attached hereto, these TERMS AND CONDITIONS shall control.

- 2.0 INDEPENDENT CONTRACTOR. The parties hereto agree that CONTRACTOR and any agents, subcontractors and employees of CONTRACTOR in the performance of this CONTRACT shall act in an independent contractor capacity and not as officers, employees or agents of the SCHOOL DISTRICT. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages, insurance, benefits and other compensation. CONTRACTOR, without any cost or expense to the SCHOOL DISTRICT, shall faithfully comply with all applicable laws or regulations involving Title VII, the Pennsylvania Human Relations Act, the FLSA, Workers' compensation and unemployment insurance laws, social security and withholding of income tax from wages, and shall indemnify and hold the SCHOOL DISTRICT harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations. CONTRACTOR thereby has total control over the means, manner, and method of the performance of this Contract. The SCHOOL DISTRICT is only interested in the results of CONTRACTOR's performance as an Independent Contractor and in obtaining the services described in this CONTRACT. CONTRACTOR may perform services for and be employed by such additional clients, persons or companies as CONTRACTOR, in its sole discretion, sees fit.

- 3.0 STANDARD OF CARE. CONTRACTOR shall perform its services in accordance with the standards and practices currently approved by its particular profession but, otherwise, will have sole discretion in determining the method and means of performing services.
- 4.0 OPERATING EXPENSES. CONTRACTOR agrees to bear all costs and expenses incident to the provision of services under this CONTRACT, including without limitation, business taxes, insurance coverage as provided herein, workers compensation assessments and any other costs or fees incurred to provide the services under this CONTRACT.
- 5.0 PROVISION OF SERVICES. CONTRACTOR agrees to provide the services set forth in Addendum "A" of the CONTRACT. In the provision of such services, CONTRACTOR agrees to conform to all applicable federal, state and local laws, regulations and ordinances, and further agrees that its employees shall conduct such activities with integrity and honesty, in a professional manner and with proper decorum at all times.
- 6.0 EMPLOYMENT OF QUALIFIED PERSONS. CONTRACTOR may employ or provide person(s) to assist CONTRACTOR in performing the obligations specified in this CONTRACT. All persons so employed or provided by CONTRACTOR shall be competent, skilled, trained and qualified to perform services under this CONTRACT, at CONTRACTOR'S expense, including but not limited to, maintenance of current knowledge of best practices in curriculum, instruction and assessment. To the extent required by law, CONTRACTOR shall ensure that persons providing services under this CONTRACT are appropriately certified and/or have acquired the appropriate credentials under the laws and guidelines of the Commonwealth of Pennsylvania. CONTRACTOR shall insure adherence to the following terms and conditions with respect to individuals performing services under this CONTRACT:
- 6.1 Every individual employed or provided by CONTRACTOR shall comply with all applicable regulations governing governmental agencies or entities, pertaining to and INCLUDING, age, fitness, competence, conduct, licensing, physical examination, drug and alcohol testing, and continued eligibility. Without intending to limit the generality of the foregoing, all employees, contractors and staff performing services must:
- 6.1.1 Be of good moral character;
 - 6.1.2 Be at least eighteen (18) years of age;
 - 6.1.3 Have had a pre-employment examination in accordance with Section 1418 of the School Code;
 - 6.1.4 Have been tested before start of work for tuberculosis;
 - 6.1.5 Have a certificate on file with CONTRACTOR from a physician verifying the examination;

6.1.6 Be citizens of the United States or hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.

6.2 CONTRACTOR shall obtain and maintain the following documents (and provide said documents to the SCHOOL DISTRICT upon request) for any employee or person providing services under this CONTRACT prior to the performance of any services by said employee or person under this CONTRACT:

6.2.1 Criminal Background Check pursuant to Act 34, and any amendments thereto;

6.2.2 Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto;

6.2.3 Federal Criminal Record Information from the FBI; and

6.2.4 Immigration and Naturalization 1-9 form for establishing lawful employment status.

6.3 CONTRACTOR understands and agrees that such persons shall not be considered employees of the SCHOOL DISTRICT and that it is CONTRACTOR'S responsibility to assure that such persons conform fully to the applicable obligations undertaken by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR further agrees to:

6.3.1 Bear all expenses associated with certifying and/or qualifying such persons to perform the services agreed to be provided herein, including but not limited to, the cost of education and training;

6.3.2 Bear all expenses associated with the employment of such persons, including but not limited to, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits and insurance coverages;

6.3.3 Assume sole responsibilities or compliance with all applicable laws, rules, regulations and orders respecting payroll deductions and maintenance of payroll and employment records;

6.3.4 Hold the SCHOOL DISTRICT harmless from any liability and claims by others or by government arising from CONTRACTOR'S relationship with CONTRACTOR'S employees under any federal, state or municipal laws applicable to the relationship between employers and employees.

7.0 DISCRETION OF CONTRACTOR TO DETERMINE METHOD AND MEANS OF MEETING OBJECTIVES. It is specifically understood and agreed by both parties that CONTRACTOR shall be responsible for exercising independent discretion and judgment to provide the services specified herein and in Appendix "A", and that no official or employee

of the SCHOOL DISTRICT shall have the authority to direct or supervise CONTRACTOR as to the manner or means employed to achieve such objectives and results. For example, no official or employee of the SCHOOL DISTRICT shall have the authority to prescribe exact hours of work whether or not the CONTRACTOR or its employees are to take breaks or other details of performance.

8.0 INSURANCE. CONTRACTOR shall, at its sole cost and expense, obtain and maintain in force and effect throughout the original term, and any extension, of this CONTRACT the following insurances:

8.1 General Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$500,000 Fire Damage or Fire Legal Liability; \$10,000 Medical Expense (any one person); and \$2,000,000 general aggregate.

8.2 Vehicular Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 for each occurrence and in the aggregate — bodily injury; and \$1,000,000 for each occurrence and in the aggregate — property damage.

8.3 If required by applicable law, Workers' Compensation and Employers' Liability, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee, or other minimum amounts required by law, unless such insurance is not available in the marketplace to the CONTRACTOR. In the event that the CONTRACTOR claims that such insurance is not available, CONTRACTOR shall provide confirmation of that fact from its insurance producer.

8.4 CONTRACTOR shall provide the SCHOOL DISTRICT, upon request, with proof of insurance suitable to the SCHOOL DISTRICT.

9.0 INDEMNITY AND HOLD HARMLESS. CONTRACTOR shall indemnify, hold harmless and defend the SCHOOL DISTRICT and its board of school directors, officers, agents, employees and attorneys, in their official or individual capacities, from and against any and all loss, damage, liability, claims, suits, judgments, and demands whatsoever, including attorneys' fees, arising from:

9.1 Any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of CONTRACTOR, any subcontractor, employee or agent of CONTRACTOR, or any person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part by acts or omissions of the SCHOOL DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, with respect to or in connection to services under this CONTRACT; provided, however, that if any injury to or death of any person or persons, or damage to property, arises out of any actions or omissions of the SCHOOL

DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, then the indemnity required by this CONTRACT by CONTRACTOR shall be proportionately reduced taking into account the relative degree of responsibility of CONTRACTOR, its agents, employees, representatives and of the SCHOOL DISTRICT and its agents, employees and representatives;

9.2 Any claims, suits, actions, losses and/or damages by any of CONTRACTOR'S agents, employees or subcontracts against the SCHOOL DISTRICT, its board of school directors, officers, agents, employees and attorneys in their official or individual capacities caused or allegedly caused by any alleged or actual acts or omissions of any SCHOOL DISTRICT employee, agent, official, board member or attorney, unless (a) it is determined by a court of competent jurisdiction that the act or omission by the SCHOOL DISTRICT employee, agent, official, board member or attorney was taken maliciously and in willful violation of the rights of CONTRACTOR'S agents, employees or subcontractors and with no involvement by CONTRACTOR or its agents, officials or employees; or (b) the claim is based upon tort exclusively; is not based upon the deprivation of any employment, statutory or constitutional rights of the Plaintiff; and is not barred by the Political Subdivision Tort Claims Act;

9.3 Any claims, suits, actions, losses and/or damages by any person, including students and parents, growing out of any alleged improper conduct of any nature or type, including physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of CONTRACTOR'S employees, agents, officials or contractors; and

9.4 CONTRACTOR'S breach of any term of this CONTRACT.

10.0 SURVIVAL OF PROVISIONS. The following provisions of this CONTRACT shall survive any termination of this CONTRACT:

10.1 The indemnity and hold harmless provisions;

10.2 All waiver agreements by the CONTRACTOR;

10.3 All provisions related to confidentiality;

10.4 All provisions related to the remedies, defenses and immunities of the SCHOOL DISTRICT; and

10.5 All provisions related to the ownership of records and data.

11.0 PAYMENTS TO CONTRACTOR. CONTRACTOR shall be paid the amounts set forth in Appendix "A" in the manner set forth in Appendix "A". Payment shall be in the form of a check issued to CONTRACTOR. The SCHOOL DISTRICT shall have no responsibilities to make deductions for or to pay wages, benefits, health, welfare or pension costs, income taxes, unemployment insurance premiums, payroll taxes, disability insurance premiums, social security taxes or any other similar charges with respect to CONTRACTOR or CONTRACTOR'S employees.

12.0 SCHOOL DISTRICT STATUTORY IMMUNITY. Any other term, covenant or condition of this CONTRACT to the contrary notwithstanding, the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The SCHOOL DISTRICT does not waive for itself or for its officers, employees, agents, or for the members of the Board of School Directors, any other defenses or immunities available to it or any of them.

13.0 TERM AND TERMINATION. This CONTRACT may be terminated as follows:

13.1 TERM. The term of the CONTRACT is set forth in Appendix "A." However, unless terminated earlier, this CONTRACT shall terminate and the SCHOOL DISTRICT shall have no further responsibilities (including payment responsibilities) if any of the following events occur:

13.1.1 The affected students are all no longer residents of the SCHOOL DISTRICT;

13.1.2 When all affected students' IEPs are changed so as not to require the services covered by this CONTRACT; or

13.1.3 The funding source changes to an agency other than the SCHOOL DISTRICT.

13.2 TERMINATION FOR CONVENIENCE: Notwithstanding anything in this CONTRACT to the contrary, the SCHOOL DISTRICT has the right to terminate the CONTRACT for the SCHOOL DISTRICT'S convenience if the SCHOOL DISTRICT determines termination to be in the SCHOOL DISTRICT'S best interest. CONTRACTOR shall be paid for services satisfactorily completed prior to the effective date of the termination, but in no event shall the CONTRACTOR be entitled to recover loss of profits.

13.3 At any time, by mutual agreement of CONTRACTOR and the SCHOOL DISTRICT.

13.4 By CONTRACTOR or the SCHOOL DISTRICT if the other party breaches or fails to perform the contractual obligations imposed by this CONTRACT.

13.5 By CONTRACTOR if the CONTRACTOR does not believe that it can provide the services required under this CONTRACT in accordance with applicable law.

14.0 OBLIGATIONS UPON TERMINATION. Upon termination of this CONTRACT for any reason, CONTRACTOR agrees to immediately return any SCHOOL DISTRICT equipment, documents or other materials in its possession. If CONTRACTOR fails to return any SCHOOL DISTRICT equipment, documents or other materials in its possession within ten (10) calendar days of the termination of this CONTRACT, CONTRACTOR agrees that the SCHOOL DISTRICT may withhold the return of any monies due to the CONTRACTOR as

payment for services under this CONTRACT until the CONTRACTOR returns the items to the SCHOOL DISTRICT.

15.0 CONFIDENTIAL INFORMATION. CONTRACTOR acknowledges that the SCHOOL DISTRICT may provide CONTRACTOR with access to, and may confide in CONTRACTOR, and CONTRACTOR may prepare or create, information, business methods and systems, techniques and methods of operation developed at great expense by the SCHOOL DISTRICT and which are assets of the SCHOOL DISTRICT. CONTRACTOR shall not, during the term of or following the date on which this CONTRACT terminates, directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity, any confidential and proprietary information of the SCHOOL DISTRICT, including, but not limited to, information relating to product lines, sales strategies, sales techniques, strategic plans, costs, customer lists, profits or the business affairs and financial condition of the SCHOOL DISTRICT, or any of the SCHOOL DISTRICT business methods, systems, marketing materials, clients or techniques (collectively "Confidential Information"), except for such disclosures (i) where required by law, but only after written notice to the SCHOOL DISTRICT detailing the circumstances and legal requirement for the disclosure, and only after the SCHOOL DISTRICT has been afforded a reasonable period of time to seek a protective order or other relief to protect its Confidential Information; or (ii) as necessary during the performance of CONTRACTOR'S duties for such use or purpose as are in the best interests of the SCHOOL DISTRICT. At any time upon request and also upon termination of this CONTRACT for any reason, CONTRACTOR shall deliver to the SCHOOL DISTRICT all of its property including, but not limited to, its Confidential Information (whether electronically stored or otherwise) which are in CONTRACTOR'S possession or under CONTRACTOR'S control. Property to be returned includes, but is not limited to, notebook pages, documents, records, prototypes, customer files, customer lists, customer names, drawings, electronically stored data, computer media or any other materials or property in CONTRACTOR'S possession.

16.0 OWNERSHIP OF SCHOOL DISTRICT RECORDS. The SCHOOL DISTRICT shall at all times own all records, documents and data, of whatever nature or type, (the "RECORDS") that it provides to the CONTRACTOR under this CONTRACT. CONTRACTOR may use the RECORDS only for the purpose of the engagement reflected in this CONTRACT and for no other purpose. CONTRACTOR must return the Records to the SCHOOL DISTRICT upon completion of its work under this CONTRACT.

17.0 EQUITABLE REMEDIES. CONTRACTOR acknowledges that CONTRACTOR'S compliance with the covenants in the preceding section of the CONTRACT is necessary to protect the good will, confidential information and other proprietary interests of the SCHOOL DISTRICT, that such covenants are supported by adequate and sufficient consideration, and that, in the event of any violation by CONTRACTOR of any provision of the preceding section, the SCHOOL DISTRICT will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, CONTRACTOR agrees that, in the event of such violation or threatened violation by CONTRACTOR, the SCHOOL DISTRICT and its successors and assigns shall be entitled to an injunction before

trial from any court of competent jurisdiction as a matter of course and upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to the SCHOOL DISTRICT.

16.1 Authorization. CONTRACTOR authorizes the SCHOOL DISTRICT to inform any third parties of the existence of this CONTRACT and CONTRACTOR'S obligations under it.

16.2 Remedies Cumulative and Concurrent. The rights and remedies of the SCHOOL DISTRICT as provided in this CONTRACT shall be cumulative and concurrent and may be pursued separately, successively or together against CONTRACTOR, at the sole discretion of the SCHOOL DISTRICT, and may be exercised as often as occasion therefore shall arise. The failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof

18.0 REPRESENTATION AND WARRANTY. CONTRACTOR represents and warrants that it is not under any obligation, contractual or otherwise, to any person, firm or corporation, which would prevent CONTRACTOR'S entry into this CONTRACT with the SCHOOL DISTRICT or CONTRACTOR'S performance of the terms of this CONTRACT.

19.0 CONTRACTOR'S WAIVER. CONTRACTOR and all of its contractors and subcontractors, and all of their respective officers, agents, representatives and employees, shall make no claim against the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors for the acts, omissions or negligence of the SCHOOL DISTRICT, or its officers, employees and members of the Board of School Directors, to the extent such claim or claims is compensable in whole or in part in the obligations of the CONTRACTOR or any of its contractors or subcontractors under the Pennsylvania Workers Compensation Law or any other state workers compensation statute or statutes.

20.0 WAIVER OF TRIAL BY JURY AND JURISDICTION. CONTRACTOR hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Chester County in any and all actions or proceedings arising under or pursuant hereto. CONTRACTOR and SCHOOL DISTRICT agree to waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this CONTRACT.

21.0 SEVERABILITY. Each covenant and CONTRACT in this CONTRACT shall for all purposes be construed as a separate and independent covenant or CONTRACT. If any provision of this CONTRACT or the application thereof shall to any extent be invalid, illegal, or otherwise unenforceable, the remainder of this CONTRACT and the application of such provision other than as invalid, illegal or unenforceable, shall be affected thereby; and such provisions in this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

22.0 AMENDMENT AND MODIFICATION. This CONTRACT, including all Addendums, each of which is incorporated into this CONTRACT, contains the entire CONTRACT

between the parties hereto, and shall not be amended, modified or supplemented unless by CONTRACT in writing signed by both SCHOOL DISTRICT and CONTRACTOR and approved at public school board meeting by the Board of Directors of the SCHOOL DISTRICT. The public school board meeting shall be held in accordance with the provisions of the Sunshine Act.

- 23.0 HEADINGS AND TERMS. The title and headings of this CONTRACT are for convenience of reference only and shall not in any way be utilized to construe or interpret the CONTRACT. The term "CONTRACTOR" and the term "SCHOOL DISTRICT" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties; provided, however, that any action required by law to be taken by the Board of Directors of the SCHOOL DISTRICT shall be valid and binding only if said action is taken by said Board.
- 24.0 CORPORATE AUTHORITY. Each person signing this CONTRACT on behalf of CONTRACTOR represents and warrants that he/she is authorized to enter into this CONTRACT on behalf of CONTRACTOR and that this CONTRACT is fully and completely binding on CONTRACTOR. If at any time during the term of this CONTRACT, or any extension or renewal thereof, CONTRACTOR shall change its corporate name, by operation of law or otherwise, CONTRACTOR shall deliver to the SCHOOL DISTRICT a copy of the Certificate of Name Change or such evidence of CONTRACTOR'S name change and authority as is reasonably acceptable to the SCHOOL DISTRICT. Such evidence shall be delivered to the SCHOOL DISTRICT within ten (10) calendar days of CONTRACTOR'S official name change, or, if not so delivered, then within ten (10) calendar days of a request from the SCHOOL DISTRICT.
- 25.0 GOVERNING LAW. This CONTRACT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.
- 26.0 CONTRACTOR'S WAIVER. CONTRACTOR expressly waives any right to recovery from the SCHOOL DISTRICT for any injuries CONTRACTOR may sustain while performing services pursuant to this CONTRACT. CONTRACTOR'S employees, agents, contractors and subcontractors must sign a legally enforceable waiver and release of any and all claims that the employee, agent, contractor or subcontractor may have to make a claims, or commence a law suit, or recover damages or losses from or against SCHOOL DISTRICT (and the employees, agents and officials of SCHOOL DISTRICT) or from or against any student (and the parents, guardians or custodians of the students) enrolled in any SCHOOL DISTRICT program or activity arising from or related to any injuries which are covered under Pennsylvania's Workers' Compensation statute or which would be covered if the agent, contractor or subcontractor were an employee. Upon request, the CONTRACTOR shall provide a copy of the waiver and release to the SCHOOL DISTRICT.
- 27.0 RECIPROCAL COVENANT ON NOTIFICATION OF LEGAL VIOLATIONS. Within ten (10) calendar days after receipt, CONTRACTOR and SCHOOL DISTRICT shall advise the other party in writing and provide the other with copies of (as applicable) any notices or

claims alleging any violation of law relating to any acts or inaction relating to this CONTRACT or the services provided under this CONTRACT.

28.0 CONTRACTOR'S ACKNOWLEDGEMENT AND REPRESENTATION.
CONTRACTOR acknowledges and represents that it has read and fully understands the provisions of this CONTRACT, and has had sufficient time and opportunity to consult with personal financial, tax and legal advisors prior to executing this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed on the dates indicated.

COATESVILLE AREA SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

Chris Roberts

By: _____

Date: _____

APPENDIX "A"

CONTRACTOR shall perform the following services under the CONTRACT:

1. CONTRACTOR shall provide Wilson Reading System services to students assigned by the SCHOOL DISTRICT for Extended the School Year ("ESY") during the Summer of 2018. The Services for assigned students shall begin on June 26, 2018, and end on August 2, 2018 (the "Term"), or as otherwise specified by the SCHOOL DISTRICT.
2. The SCHOOL DISTRICT agrees to pay CONTRACTOR at the rate of \$70.00 per session for an individual student or \$60.00 per student per session for a group of two or more students in one session. Services per session include: preparation of lesson; presentation of lesson; assessment as required for diagnostic and/or progress monitoring purposes; and quarterly progress reports provided to the teacher for each student.
3. CONTRACTOR shall present detailed invoices to the SCHOOL DISTRICT prior to payment being processed. Invoices shall include the date of the lesson and the student(s) served. In the event that the SCHOOL DISTRICT has paid for services that have not been provided in accordance with the terms of this CONTRACT (whether such service were not provided at all, were provided in a noncompliant manner, or were in any other way non-compliant), the CONTRACTOR shall remedy such default by providing compensatory services at no cost to the SCHOOL DISTRICT.
4. CONTRACTOR shall accurately record the students' attendance and conduct progress monitoring for the student toward IEP goal progress.

The SCHOOL DISTRICT shall provide transportation for the students, if necessary.

APPENDIX "B"

BUSINESS ASSOCIATE CONTRACT

WHEREAS, the COATESVILLE AREA SCHOOL DISTRICT ("SCHOOL DISTRICT" or "WE") have a CONTRACT with CHRIS ROBERTS ("CONTRACTOR" or "YOU") for the provisions of certain services, some of which may involve the needed disclosure of student records, employee records, and/or Protected Health Information as defined in HIPAA; and

NOW, THEREFORE, in consideration of the forgoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the SCHOOL DISTRICT and CONTRACTOR agree as follows:

1. Construction and Applicability.

Any term defined in the underlying CONTRACT, including any previous amendments to the CONTRACT entered into by the parties from time to time (the "CONTRACT") shall be given the same meaning in this APPENDIX; except that, in the event of a conflict between any term or provision of this APPENDIX and the CONTRACT, the term or provision of this APPENDIX shall control with regard to matters governed by HIPAA. The parties specifically agree that this APPENDIX supersedes and replaces the obligations of CONTRACTOR set forth in the CONTRACT with respect to confidential information to the extent that such confidential information falls within the definition of PROTECTED HEALTH INFORMATION, PROTECTED STUDENT RECORDS, or PROTECTED EMPLOYEE RECORDS below. The parties agree to waive any applicable form of notice, notice period, effective date, or other formality or prerequisite to entering into this APPENDIX, except as specifically herein otherwise provided. In all other respects, except as herein specifically amended, the parties ratify and confirm that all other provisions of the CONTRACT remain in full force and effect.

2. Catch-all Definition.

Terms used that are defined in the PRIVACY RULE, but not otherwise defined in this APPENDIX shall have the same meaning as those terms in the PRIVACY RULE.

3. Examples of Specific Definitions.

(a) **BUSINESS ASSOCIATE.** BUSINESS ASSOCIATE shall INCLUDE any and all employees of CONTRACTOR or employees of the SCHOOL DISTRICT, as may be applicable depending upon the nature of service in the specific circumstances.

(b) **COVERED ENTITY.** COVERED ENTITY shall mean the SCHOOL DISTRICT or the CONTRACTOR, as may be applicable depending upon the work and services being performed in any given circumstance.

(c) **ELECTRONIC PROTECTED HEALTH INFORMATION.** ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) **INDIVIDUAL.** INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) **PRIVACY RULE.** PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **PROTECTED HEALTH INFORMATION.** PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) **PROTECTED STUDENT INFORMATION.** PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) **PROTECTED EMPLOYEE INFORMATION.** PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) **PROTECTED INFORMATION.** PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) **REQUIRED BY LAW.** REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) **SECURITY RULE.** SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) **SECRETARY.** SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

4. **Obligations and Activities of BUSINESS ASSOCIATE.**

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

INFORMATION by BUSINESS ASSOCIATE in violation of the requirements of this APPENDIX and the PRIVACY RULE,

(c) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PROTECTED INFORMATION not provided for by this APPENDIX of which it becomes aware.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, agrees to the same restrictions and conditions that apply through this APPENDIX to BUSINESS ASSOCIATE with respect to such information.

(f) BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and PROTECTED INFORMATION, relating to the use and disclosure of PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or to the SECRETARY, in a mutually agreeable time and manner or as designated by the SECRETARY, for purposes of the SECRETARY determining COVERED ENTITY's compliance with the PRIVACY RULE.

(g) BUSINESS ASSOCIATE agrees to document such disclosures of PROTECTED INFORMATION and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED INFORMATION in accordance with 45 CFR 164.528 or other applicable law.

(h) BUSINESS ASSOCIATE agrees to provide to COVERED ENTITY or an INDIVIDUAL, in a reasonable time and manner, information collected in accordance with paragraph (i) of this APPENDIX, to permit COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED HEALTH INFORMATION in accordance with 45 CFR 164.528 or for an accounting of disclosures of PROTECTED INFORMATION in accordance with other applicable law.

(i) BUSINESS ASSOCIATE shall maintain the security of PROTECTED HEALTH INFORMATION, including ELECTRONIC PROTECTED HEALTH INFORMATION, in accordance with the requirements of the SECURITY RULE, including, but not limited to, 45 CFR 164.310, 45 CFR 164.312, and 45 CFR 164.316.

(j) BUSINESS ASSOCIATE shall notify the COVERED ENTITY immediately in the event that the BUSINESS ASSOCIATE discovers a breach of security with respect to UNSECURED PROTECTED INFORMATION that the BUSINESS ASSOCIATE accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses. For the purposes of this notification requirement, "UNSECURED PROTECTED INFORMATION" shall mean PROTECTED INFORMATION that is not secured through the use of a technology or methodology specified by the SECRETARY. The BUSINESS ASSOCIATE'S notice to the COVERED ENTITY shall include the identification of each individual whose unsecured protected

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

5. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY,

6. Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH

INFORMATION, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(c) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PROTECTED HEALTH INFORMATION that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PROTECTED INFORMATION in any manner that would not be permissible under the PRIVACY RULE or other applicable law if done by COVERED ENTITY.

9. Miscellaneous.

(a) **Regulatory References.** A reference in this APPENDIX to a section in the PRIVACY RULE or the SECURITY RULE means the section as if effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this APPENDIX from time to time as is necessary for COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the requirements of the PRIVACY RULE, the SECURITY RULE, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91, as amended.

(c) **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE under Section 4 of this APPENDIX shall survive the termination of the CONTRACT to which this Appendix is a part.

(d) **Interpretation.** Any ambiguity in this APPENDIX shall be resolved to permit COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the PRIVACY RULE and the SECURITY RULE.

(e) **Incorporation of Legally Required Provisions.** In the event that there are any legally required provisions for a valid Business Associate Contract that have not been stated herein, it shall be presumed that such required provisions are hereby incorporated herein by this reference as if fully set forth herein.

ESY – Wilson Reading Tutoring Contract

Contractor Name: Fred Strong

Please return to Special Education

INDEPENDENT CONTRACTOR CONTRACT
(Fred Strong)

Terms and Conditions

Intending to be legally bound hereby, this CONTRACT is entered into on the date set forth below by and between the Coatesville Area School District (hereinafter referred to as the "SCHOOL DISTRICT") and Fred Strong (hereinafter referred to as "CONTRACTOR").

- 1:0 CONTRACT. This CONTRACT consists of the following documents only: (1) these TERMS AND CONDITIONS OF CONTRACT; and (2) the following Appendices that are attached hereto and incorporated in this CONTRACT:

Appendix "A", relating to services to be provided by the CONTRACTOR; and
Appendix "B", relating to student records, employee records, HIPAA and a Business Associate Contract.

The intent of the CONTRACT documents is to include all items necessary for the proper execution and completion of the SERVICES and work by the CONTRACTOR. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there are any actual or alleged conflicts between these TERMS AND CONDITIONS OF CONTRACT and any provision(s) contained in any of the appendices attached hereto, these TERMS AND CONDITIONS shall control.

- 2.0 INDEPENDENT CONTRACTOR. The parties hereto agree that CONTRACTOR and any agents, subcontractors and employees of CONTRACTOR in the performance of this CONTRACT shall act in an independent contractor capacity and not as officers, employees or agents of the SCHOOL DISTRICT. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages, insurance, benefits and other compensation. CONTRACTOR, without any cost or expense to the SCHOOL DISTRICT, shall faithfully comply with all applicable laws or regulations involving Title VII, the Pennsylvania Human Relations Act, the FLSA, Workers' compensation and unemployment insurance laws, social security and withholding of income tax from wages, and shall indemnify and hold the SCHOOL DISTRICT harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations. CONTRACTOR thereby has total control over the means, manner, and method of the performance of this Contract. The SCHOOL DISTRICT is only interested in the results of CONTRACTOR'S performance as an Independent Contractor and in obtaining the services described in this CONTRACT. CONTRACTOR may perform services for and be employed by such additional clients, persons or companies as CONTRACTOR, in its sole discretion, sees fit.

- 3.0 STANDARD OF CARE. CONTRACTOR shall perform its services in accordance with the standards and practices currently approved by its particular profession but, otherwise, will have sole discretion in determining the method and means of performing services.
- 4.0 OPERATING EXPENSES. CONTRACTOR agrees to bear all costs and expenses incident to the provision of services under this CONTRACT, including without limitation, business taxes, insurance coverage as provided herein, workers compensation assessments and any other costs or fees incurred to provide the services under this CONTRACT.
- 5.0 PROVISION OF SERVICES. CONTRACTOR agrees to provide the services set forth in Addendum "A" of the CONTRACT. In the provision of such services, CONTRACTOR agrees to conform to all applicable federal, state and local laws, regulations and ordinances, and further agrees that its employees shall conduct such activities with integrity and honesty, in a professional manner and with proper decorum at all times.
- 6.0 EMPLOYMENT OF QUALIFIED PERSONS. CONTRACTOR may employ or provide person(s) to assist CONTRACTOR in performing the obligations specified in this CONTRACT. All persons so employed or provided by CONTRACTOR shall be competent, skilled, trained and qualified to perform services under this CONTRACT, at CONTRACTOR'S expense, including but not limited to, maintenance of current knowledge of best practices in curriculum, instruction and assessment. To the extent required by law, CONTRACTOR shall ensure that persons providing services under this CONTRACT are appropriately certified and/or have acquired the appropriate credentials under the laws and guidelines of the Commonwealth of Pennsylvania. CONTRACTOR shall insure adherence to the following terms and conditions with respect to individuals performing services under this CONTRACT:
- 6.1 Every individual employed or provided by CONTRACTOR shall comply with all applicable regulations governing governmental agencies or entities, pertaining to and INCLUDING, age, fitness, competence, conduct, licensing, physical examination, drug and alcohol testing, and continued eligibility. Without intending to limit the generality of the foregoing, all employees, contractors and staff performing services must:
- 6.1.1 Be of good moral character;
 - 6.1.2 Be at least eighteen (18) years of age;
 - 6.1.3 Have had a pre-employment examination in accordance with Section 1418 of the School Code;
 - 6.1.4 Have been tested before start of work for tuberculosis;
 - 6.1.5 Have a certificate on file with CONTRACTOR from a physician verifying the examination;

6.1.6 Be citizens of the United States or hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.

6.2 CONTRACTOR shall obtain and maintain the following documents (and provide said documents to the SCHOOL DISTRICT upon request) for any employee or person providing services under this CONTRACT prior to the performance of any services by said employee or person under this CONTRACT:

6.2.1 Criminal Background Check pursuant to Act 34, and any amendments thereto;

6.2.2 Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto;

6.2.3 Federal Criminal Record Information from the FBI; and

6.2.4 Immigration and Naturalization 1-9 form for establishing lawful employment status.

6.3 CONTRACTOR understands and agrees that such persons shall not be considered employees of the SCHOOL DISTRICT and that it is CONTRACTOR'S responsibility to assure that such persons conform fully to the applicable obligations undertaken by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR further agrees to:

6.3.1 Bear all expenses associated with certifying and/or qualifying such persons to perform the services agreed to be provided herein, including but not limited to, the cost of education and training;

6.3.2 Bear all expenses associated with the employment of such persons, including but not limited to, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits and insurance coverages;

6.3.3 Assume sole responsibilities or compliance with all applicable laws, rules, regulations and orders respecting payroll deductions and maintenance of payroll and employment records;

6.3.4 Hold the SCHOOL DISTRICT harmless from any liability and claims by others or by government arising from CONTRACTOR'S relationship with CONTRACTOR'S employees under any federal, state or municipal laws applicable to the relationship between employers and employees.

7.0 DISCRETION OF CONTRACTOR TO DETERMINE METHOD AND MEANS OF MEETING OBJECTIVES. It is specifically understood and agreed by both parties that CONTRACTOR shall be responsible for exercising independent discretion and judgment to provide the services specified herein and in Appendix "A", and that no official or employee

of the SCHOOL DISTRICT shall have the authority to direct or supervise CONTRACTOR as to the manner or means employed to achieve such objectives and results. For example, no official or employee of the SCHOOL DISTRICT shall have the authority to prescribe exact hours of work whether or not the CONTRACTOR or its employees are to take breaks or other details of performance.

8.0 INSURANCE. CONTRACTOR shall, at its sole cost and expense, obtain and maintain in force and effect throughout the original term, and any extension, of this CONTRACT the following insurances:

8.1 General Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$500,000 Fire Damage or Fire Legal Liability; \$10,000 Medical Expense (any one person); and \$2,000,000 general aggregate.

8.2 Vehicular Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 for each occurrence and in the aggregate — bodily injury; and \$1,000,000 for each occurrence and in the aggregate — property damage.

8.3 If required by applicable law, Workers' Compensation and Employers' Liability, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee, or other minimum amounts required by law, unless such insurance is not available in the marketplace to the CONTRACTOR. In the event that the CONTRACTOR claims that such insurance is not available, CONTRACTOR shall provide confirmation of that fact from its insurance producer.

8.4 CONTRACTOR shall provide the SCHOOL DISTRICT, upon request, with proof of insurance suitable to the SCHOOL DISTRICT.

9.0 INDEMNITY AND HOLD HARMLESS. CONTRACTOR shall indemnify, hold harmless and defend the SCHOOL DISTRICT and its board of school directors, officers, agents, employees and attorneys, in their official or individual capacities, from and against any and all loss, damage, liability, claims, suits, judgments, and demands whatsoever, including attorneys' fees, arising from:

9.1 Any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of CONTRACTOR, any subcontractor, employee or agent of CONTRACTOR, or any person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part by acts or omissions of the SCHOOL DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, with respect to or in connection to services under this CONTRACT; provided, however, that if any injury to or death of any person or persons, or damage to property, arises out of any actions or omissions of the SCHOOL-

DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, then the indemnity required by this CONTRACT by CONTRACTOR shall be proportionately reduced taking into account the relative degree of responsibility of CONTRACTOR, its agents, employees, representatives and of the SCHOOL DISTRICT and its agents, employees and representatives;

9.2 Any claims, suits, actions, losses and/or damages by any of CONTRACTOR'S agents, employees or subcontracts against the SCHOOL DISTRICT, its board of school directors, officers, agents, employees and attorneys in their official or individual capacities caused or allegedly caused by any alleged or actual acts or omissions of any SCHOOL DISTRICT employee, agent, official, board member or attorney, unless (a) it is determined by a court of competent jurisdiction that the act or omission by the SCHOOL DISTRICT employee, agent, official, board member or attorney was taken maliciously and in willful violation of the rights of CONTRACTOR'S agents, employees or subcontractors and with no involvement by CONTRACTOR or its agents, officials or employees; or (b) the claim is based upon tort exclusively; is not based upon the deprivation of any employment, statutory or constitutional rights of the Plaintiff; and is not barred by the Political Subdivision Tort Claims Act;

9.3 Any claims, suits, actions, losses and/or damages by any person, including students and parents, growing out of any alleged improper conduct of any nature or type, including physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of CONTRACTOR'S employees, agents, officials or contractors; and

9.4 CONTRACTOR'S breach of any term of this CONTRACT.

10.0 SURVIVAL OF PROVISIONS. The following provisions of this CONTRACT shall survive any termination of this CONTRACT:

10.1 The indemnity and hold harmless provisions;

10.2 All waiver agreements by the CONTRACTOR;

10.3 All provisions related to confidentiality;

10.4 All provisions related to the remedies, defenses and immunities of the SCHOOL DISTRICT; and

10.5 All provisions related to the ownership of records and data.

11.0 PAYMENTS TO CONTRACTOR. CONTRACTOR shall be paid the amounts set forth in Appendix "A" in the manner set forth in Appendix "A". Payment shall be in the form of a check issued to CONTRACTOR. The SCHOOL DISTRICT shall have no responsibilities to make deductions for or to pay wages, benefits, health, welfare or pension costs, income taxes, unemployment insurance premiums, payroll taxes, disability insurance premiums, social security taxes or any other similar charges with respect to CONTRACTOR or CONTRACTOR'S employees.

12.0 SCHOOL DISTRICT STATUTORY IMMUNITY. Any other term, covenant or condition of this CONTRACT to the contrary notwithstanding, the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The SCHOOL DISTRICT does not waive for itself or for its officers, employees, agents, or for the members of the Board of School Directors, any other defenses or immunities available to it or any of them.

13.0 TERM AND TERMINATION. This CONTRACT may be terminated as follows:

13.1 TERM. The term of the CONTRACT is set forth in Appendix "A." However, unless terminated earlier, this CONTRACT shall terminate and the SCHOOL DISTRICT shall have no further responsibilities (including payment responsibilities) if any of the following events occur:

13.1.1 The affected students are all no longer residents of the SCHOOL DISTRICT;

13.1.2 When all affected students' IEPs are changed so as not to require the services covered by this CONTRACT; or

13.1.3 The funding source changes to an agency other than the SCHOOL DISTRICT.

13.2 TERMINATION FOR CONVENIENCE: Notwithstanding anything in this CONTRACT to the contrary, the SCHOOL DISTRICT has the right to terminate the CONTRACT for the SCHOOL DISTRICT'S convenience if the SCHOOL DISTRICT determines termination to be in the SCHOOL DISTRICT'S best interest. CONTRACTOR shall be paid for services satisfactorily completed prior to the effective date of the termination, but in no event shall the CONTRACTOR be entitled to recover loss of profits.

13.3 At any time, by mutual agreement of CONTRACTOR and the SCHOOL DISTRICT.

13.4 By CONTRACTOR or the SCHOOL DISTRICT if the other party breaches or fails to perform the contractual obligations imposed by this CONTRACT.

13.5 By CONTRACTOR if the CONTRACTOR does not believe that it can provide the services required under this CONTRACT in accordance with applicable law.

14.0 OBLIGATIONS UPON TERMINATION. Upon termination of this CONTRACT for any reason, CONTRACTOR agrees to immediately return any SCHOOL DISTRICT equipment, documents or other materials in its possession. If CONTRACTOR fails to return any SCHOOL DISTRICT equipment, documents or other materials in its possession within ten (10) calendar days of the termination of this CONTRACT, CONTRACTOR agrees that the SCHOOL DISTRICT may withhold the return of any monies due to the CONTRACTOR as

payment for services under this CONTRACT until the CONTRACTOR returns the items to the SCHOOL DISTRICT.

15.0 CONFIDENTIAL INFORMATION. CONTRACTOR acknowledges that the SCHOOL DISTRICT may provide CONTRACTOR with access to, and may confide in CONTRACTOR, and CONTRACTOR may prepare or create, information, business methods and systems, techniques and methods of operation developed at great expense by the SCHOOL DISTRICT and which are assets of the SCHOOL DISTRICT. CONTRACTOR shall not, during the term of or following the date on which this CONTRACT terminates, directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity, any confidential and proprietary information of the SCHOOL DISTRICT, including, but not limited to, information relating to product lines, sales strategies, sales techniques, strategic plans, costs, customer lists, profits or the business affairs and financial condition of the SCHOOL DISTRICT, or any of the SCHOOL DISTRICT business methods, systems, marketing materials, clients or techniques (collectively "Confidential Information"), except for such disclosures (i) where required by law, but only after written notice to the SCHOOL DISTRICT detailing the circumstances and legal requirement for the disclosure, and only after the SCHOOL DISTRICT has been afforded a reasonable period of time to seek a protective order or other relief to protect its Confidential Information; or (ii) as necessary during the performance of CONTRACTOR'S duties for such use or purpose as are in the best interests of the SCHOOL DISTRICT. At any time upon request and also upon termination of this CONTRACT for any reason, CONTRACTOR shall deliver to the SCHOOL DISTRICT all of its property including, but not limited to, its Confidential Information (whether electronically stored or otherwise) which are in CONTRACTOR'S possession or under CONTRACTOR'S control. Property to be returned includes, but is not limited to, notebook pages, documents, records, prototypes, customer files, customer lists, customer names, drawings, electronically stored data, computer media or any other materials or property in CONTRACTOR'S possession.

16.0 OWNERSHIP OF SCHOOL DISTRICT RECORDS. The SCHOOL DISTRICT shall at all times own all records, documents and data, of whatever nature or type, (the "RECORDS") that it provides to the CONTRACTOR under this CONTRACT. CONTRACTOR may use the RECORDS only for the purpose of the engagement reflected in this CONTRACT and for no other purpose. CONTRACTOR must return the Records to the SCHOOL DISTRICT upon completion of its work under this CONTRACT.

17.0 EQUITABLE REMEDIES. CONTRACTOR acknowledges that CONTRACTOR'S compliance with the covenants in the preceding section of the CONTRACT is necessary to protect the good will, confidential information and other proprietary interests of the SCHOOL DISTRICT, that such covenants are supported by adequate and sufficient consideration, and that, in the event of any violation by CONTRACTOR of any provision of the preceding section, the SCHOOL DISTRICT will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, CONTRACTOR agrees that, in the event of such violation or threatened violation by CONTRACTOR, the SCHOOL DISTRICT and its successors and assigns shall be entitled to an injunction before

trial from any court of competent jurisdiction as a matter of course and upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to the SCHOOL DISTRICT.

16.1 Authorization. CONTRACTOR authorizes the SCHOOL DISTRICT to inform any third parties of the existence of this CONTRACT and CONTRACTOR'S obligations under it.

16.2 Remedies Cumulative and Concurrent. The rights and remedies of the SCHOOL DISTRICT as provided in this CONTRACT shall be cumulative and concurrent and may be pursued separately, successively or together against CONTRACTOR, at the sole discretion of the SCHOOL DISTRICT, and may be exercised as often as occasion therefore shall arise. The failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof

18.0 REPRESENTATION AND WARRANTY. CONTRACTOR represents and warrants that it is not under any obligation, contractual or otherwise, to any person, firm or corporation, which would prevent CONTRACTOR'S entry into this CONTRACT with the SCHOOL DISTRICT or CONTRACTOR'S performance of the terms of this CONTRACT.

19.0 CONTRACTOR'S WAIVER. CONTRACTOR and all of its contractors and subcontractors, and all of their respective officers, agents, representatives and employees, shall make no claim against the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors for the acts, omissions or negligence of the SCHOOL DISTRICT, or its officers, employees and members of the Board of School Directors, to the extent such claim or claims is compensable in whole or in part in the obligations of the CONTRACTOR or any of its contractors or subcontractors under the Pennsylvania Workers Compensation Law or any other state workers compensation statute or statutes.

20.0 WAIVER OF TRIAL BY JURY AND JURISDICTION. CONTRACTOR hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Chester County in any and all actions or proceedings arising under or pursuant hereto. CONTRACTOR and SCHOOL DISTRICT agree to waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this CONTRACT.

21.0 SEVERABILITY. Each covenant and CONTRACT in this CONTRACT shall for all purposes be construed as a separate and independent covenant or CONTRACT. If any provision of this CONTRACT or the application thereof shall to any extent be invalid, illegal, or otherwise unenforceable, the remainder of this CONTRACT and the application of such provision other than as invalid, illegal or unenforceable, shall be affected thereby; and such provisions in this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

22.0 AMENDMENT AND MODIFICATION. This CONTRACT, including all Addendums, each of which is incorporated into this CONTRACT, contains the entire CONTRACT

between the parties hereto, and shall not be amended, modified or supplemented unless by CONTRACT in writing signed by both SCHOOL DISTRICT and CONTRACTOR and approved at public school board meeting by the Board of Directors of the SCHOOL DISTRICT. The public school board meeting shall be held in accordance with the provisions of the Sunshine Act.

23.0 HEADINGS AND TERMS. The title and headings of this CONTRACT are for convenience of reference only and shall not in any way be utilized to construe or interpret the CONTRACT. The term "CONTRACTOR" and the term "SCHOOL DISTRICT" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties; provided, however, that any action required by law to be taken by the Board of Directors of the SCHOOL DISTRICT shall be valid and binding only if said action is taken by said Board.

24.0 CORPORATE AUTHORITY. Each person signing this CONTRACT on behalf of CONTRACTOR represents and warrants that he/she is authorized to enter into this CONTRACT on behalf of CONTRACTOR and that this CONTRACT is fully and completely binding on CONTRACTOR. If at any time during the term of this CONTRACT, or any extension or renewal thereof, CONTRACTOR shall change its corporate name, by operation of law or otherwise, CONTRACTOR shall deliver to the SCHOOL DISTRICT a copy of the Certificate of Name Change or such evidence of CONTRACTOR'S name change and authority as is reasonably acceptable to the SCHOOL DISTRICT. Such evidence shall be delivered to the SCHOOL DISTRICT within ten (10) calendar days of CONTRACTOR'S official name change, or, if not so delivered, then within ten (10) calendar days of a request from the SCHOOL DISTRICT.

25.0 GOVERNING LAW. This CONTRACT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

26.0 CONTRACTOR'S WAIVER. CONTRACTOR expressly waives any right to recovery from the SCHOOL DISTRICT for any injuries CONTRACTOR may sustain while performing services pursuant to this CONTRACT. CONTRACTOR'S employees, agents, contractors and subcontractors must sign a legally enforceable waiver and release of any and all claims that the employee, agent, contractor or subcontractor may have to make a claims, or commence a law suit, or recover damages or losses from or against SCHOOL DISTRICT (and the employees, agents and officials of SCHOOL DISTRICT) or from or against any student (and the parents, guardians or custodians of the students) enrolled in any SCHOOL DISTRICT program or activity arising from or related to any injuries which are covered under Pennsylvania's Workers' Compensation statute or which would be covered if the agent, contractor or subcontractor were an employee. Upon request, the CONTRACTOR shall provide a copy of the waiver and release to the SCHOOL DISTRICT.

27.0 RECIPROCAL COVENANT ON NOTIFICATION OF LEGAL VIOLATIONS. Within ten (10) calendar days after receipt, CONTRACTOR and SCHOOL DISTRICT shall advise the other party in writing and provide the other with copies of (as applicable) any notices or

claims alleging any violation of law relating to any acts or inaction relating to this CONTRACT or the services provided under this CONTRACT.

28.0 CONTRACTOR'S ACKNOWLEDGEMENT AND REPRESENTATION.
CONTRACTOR acknowledges and represents that it has read and fully understands the provisions of this CONTRACT, and has had sufficient time and opportunity to consult with personal financial, tax and legal advisors prior to executing this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed on the dates indicated.

COATESVILLE AREA SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

FRED STRONG

By: _____

Date: _____

APPENDIX "A"

CONTRACTOR shall perform the following services under the CONTRACT:

1. CONTRACTOR shall provide Wilson Reading System services to students assigned by the SCHOOL DISTRICT for Extended the School Year ("ESY") during the Summer of 2018. The Services for assigned students shall begin on June 26, 2018, and end on August 2, 2018 (the "Term"), or as otherwise specified by the SCHOOL DISTRICT.
2. The SCHOOL DISTRICT agrees to pay CONTRACTOR at the rate of \$70.00 per session for an individual student or \$60.00 per student per session for a group of two or more students in one session. Services per session include: preparation of lesson; presentation of lesson; assessment as required for diagnostic and/or progress monitoring purposes; and quarterly progress reports provided to the teacher for each student.
3. CONTRACTOR shall present detailed invoices to the SCHOOL DISTRICT prior to payment being processed. Invoices shall include the date of the lesson and the student(s) served. In the event that the SCHOOL DISTRICT has paid for services that have not been provided in accordance with the terms of this CONTRACT (whether such service were not provided at all, were provided in a noncompliant manner, or were in any other way non-compliant), the CONTRACTOR shall remedy such default by providing compensatory services at no cost to the SCHOOL DISTRICT.
4. CONTRACTOR shall accurately record the students' attendance and conduct progress monitoring for the student toward IEP goal progress.

The SCHOOL DISTRICT shall provide transportation for the students, if necessary.

APPENDIX "B"

BUSINESS ASSOCIATE CONTRACT

WHEREAS, the COATESVILLE AREA SCHOOL DISTRICT ("SCHOOL DISTRICT" or "WE") have a CONTRACT with CHRIS ROBERTS ("CONTRACTOR" or "YOU") for the provisions of certain services, some of which may involve the needed disclosure of student records, employee records, and/or Protected Health Information as defined in HIPAA; and

NOW, THEREFORE, in consideration of the forgoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the SCHOOL DISTRICT and CONTRACTOR agree as follows:

1. Construction and Applicability.

Any term defined in the underlying CONTRACT, including any previous amendments to the CONTRACT entered into by the parties from time to time (the "CONTRACT") shall be given the same meaning in this APPENDIX; except that, in the event of a conflict between any term or provision of this APPENDIX and the CONTRACT, the term or provision of this APPENDIX shall control with regard to matters governed by HIPAA. The parties specifically agree that this APPENDIX supersedes and replaces the obligations of CONTRACTOR set forth in the CONTRACT with respect to confidential information to the extent that such confidential information falls within the definition of PROTECTED HEALTH INFORMATION, PROTECTED STUDENT RECORDS, or PROTECTED EMPLOYEE RECORDS below. The parties agree to waive any applicable form of notice, notice period, effective date, or other formality or prerequisite to entering into this APPENDIX, except as specifically herein otherwise provided. In all other respects, except as herein specifically amended, the parties ratify and confirm that all other provisions of the CONTRACT remain in full force and effect.

2. Catch-all Definition.

Terms used that are defined in the PRIVACY RULE, but not otherwise defined in this APPENDIX shall have the same meaning as those terms in the PRIVACY RULE.

3. Examples of Specific Definitions.

(a) **BUSINESS ASSOCIATE.** BUSINESS ASSOCIATE shall INCLUDE any and all employees of CONTRACTOR or employees of the SCHOOL DISTRICT, as may be applicable depending upon the nature of service in the specific circumstances.

(b) **COVERED ENTITY.** COVERED ENTITY shall mean the SCHOOL DISTRICT or the CONTRACTOR, as may be applicable depending upon the work and services being performed in any given circumstance.

(c) **ELECTRONIC PROTECTED HEALTH INFORMATION.** ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) **INDIVIDUAL.** INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) **PRIVACY RULE.** PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **PROTECTED HEALTH INFORMATION.** PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) **PROTECTED STUDENT INFORMATION.** PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) **PROTECTED EMPLOYEE INFORMATION.** PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) **PROTECTED INFORMATION.** PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) **REQUIRED BY LAW.** REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) **SECURITY RULE.** SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) **SECRETARY.** SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

4. **Obligations and Activities of BUSINESS ASSOCIATE.**

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

INFORMATION by BUSINESS ASSOCIATE in violation of the requirements of this APPENDIX and the PRIVACY RULE,

(c) BUSINESS ASSOCIATE agrees to report to COVERED ENTITY any use or disclosure of the PROTECTED INFORMATION not provided for by this APPENDIX of which it becomes aware.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, agrees to the same restrictions and conditions that apply through this APPENDIX to BUSINESS ASSOCIATE with respect to such information.

(f) BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and PROTECTED INFORMATION, relating to the use and disclosure of PROTECTED INFORMATION received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to the COVERED ENTITY, or to the SECRETARY, in a mutually agreeable time and manner or as designated by the SECRETARY, for purposes of the SECRETARY determining COVERED ENTITY's compliance with the PRIVACY RULE.

(g) BUSINESS ASSOCIATE agrees to document such disclosures of PROTECTED INFORMATION and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED INFORMATION in accordance with 45 CFR 164.528 or other applicable law.

(h) BUSINESS ASSOCIATE agrees to provide to COVERED ENTITY or an INDIVIDUAL, in a reasonable time and manner, information collected in accordance with paragraph (i) of this APPENDIX, to permit COVERED ENTITY to respond to a request by an INDIVIDUAL for an accounting of disclosures of PROTECTED HEALTH INFORMATION in accordance with 45 CFR 164.528 or for an accounting of disclosures of PROTECTED INFORMATION in accordance with other applicable law.

(i) BUSINESS ASSOCIATE shall maintain the security of PROTECTED HEALTH INFORMATION, including ELECTRONIC PROTECTED HEALTH INFORMATION, in accordance with the requirements of the SECURITY RULE, including, but not limited to, 45 CFR 164.310, 45 CFR 164.312, and 45 CFR 164.316.

(j) BUSINESS ASSOCIATE shall notify the COVERED ENTITY immediately in the event that the BUSINESS ASSOCIATE discovers a breach of security with respect to UNSECURED PROTECTED INFORMATION that the BUSINESS ASSOCIATE accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses. For the purposes of this notification requirement, "UNSECURED PROTECTED INFORMATION" shall mean PROTECTED INFORMATION that is not secured through the use of a technology or methodology specified by the SECRETARY. The BUSINESS ASSOCIATE'S notice to the COVERED ENTITY shall include the identification of each individual whose unsecured protected

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

5. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY,

6. Specific Use and Disclosure Provisions.

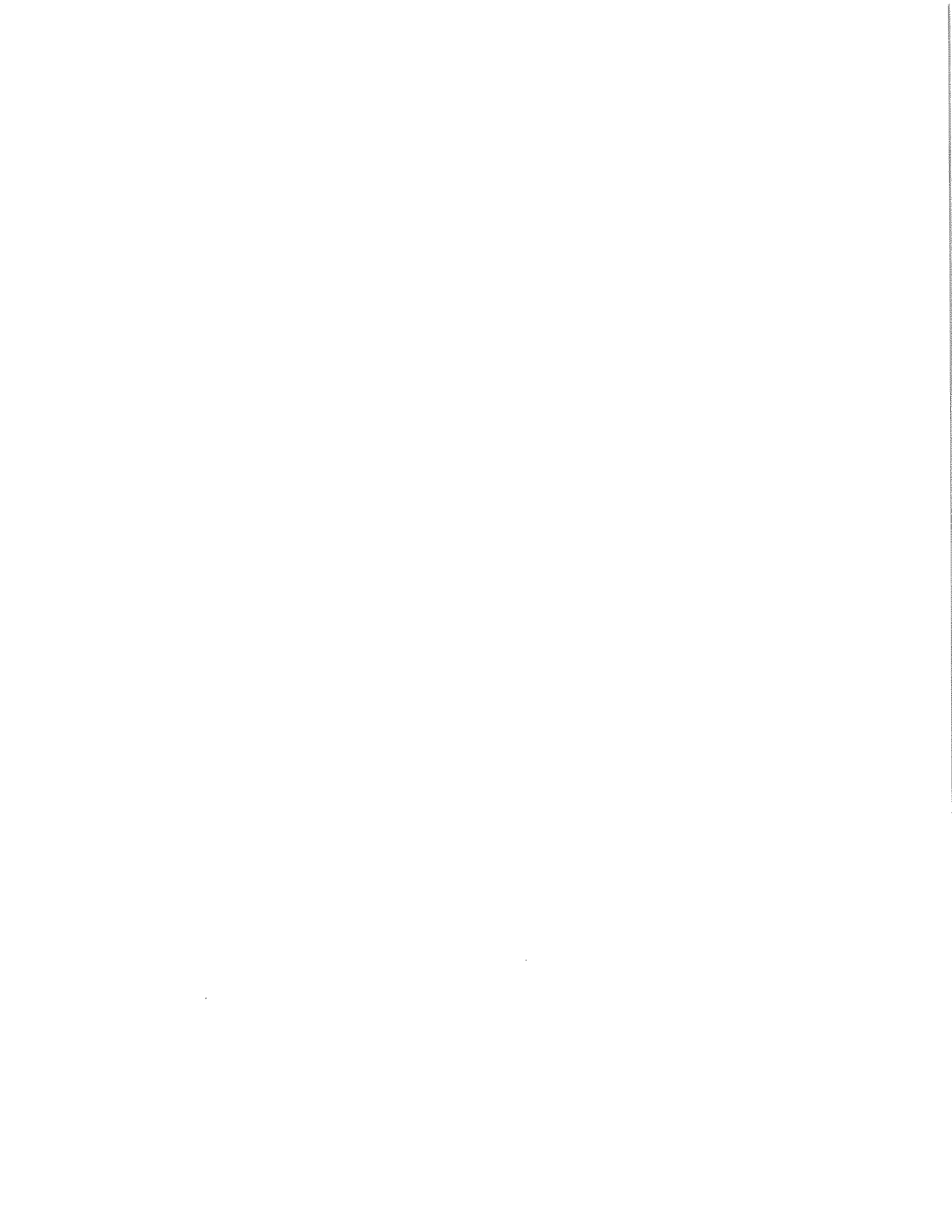
(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH



INFORMATION, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

(c) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of PROTECTED HEALTH INFORMATION that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of PROTECTED HEALTH INFORMATION.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PROTECTED INFORMATION in any manner that would not be permissible under the PRIVACY RULE or other applicable law if done by COVERED ENTITY.

9. Miscellaneous.

(a) **Regulatory References.** A reference in this APPENDIX to a section in the PRIVACY RULE or the SECURITY RULE means the section as if effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this APPENDIX from time to time as is necessary for COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the requirements of the PRIVACY RULE, the SECURITY RULE, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-91, as amended.

(c) **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE under Section 4 of this APPENDIX shall survive the termination of the CONTRACT to which this Appendix is a part.

(d) **Interpretation.** Any ambiguity in this APPENDIX shall be resolved to permit COVERED ENTITY and the BUSINESS ASSOCIATE to comply with the PRIVACY RULE and the SECURITY RULE.

(e) **Incorporation of Legally Required Provisions.** In the event that there are any legally required provisions for a valid Business Associate Contract that have not been stated herein, it shall be presumed that such required provisions are hereby incorporated herein by this reference as if fully set forth herein.

**INDEPENDENT CONTRACTOR CONTRACT
(DR. ROBERT E. SCHMIDT)**

Terms and Conditions

Intending to be legally bound hereby, this CONTRACT is entered into on the date set forth below by and between the **Coatesville Area School District** (hereinafter referred to as the "SCHOOL DISTRICT") and **DR. ROBERT E. SCHMIDT** (hereinafter referred to as "CONTRACTOR").

- 1.0 CONTRACT. This CONTRACT consists of the following documents only: (1) these TERMS AND CONDITIONS OF CONTRACT; and (2) the following Appendices that are attached hereto and incorporated in this CONTRACT:

Appendix "A", relating to services to be provided by the CONTRACTOR; and

Appendix "B", relating to student records, employee records, HIPAA and a Business Associate Contract.

The intent of the CONTRACT documents is to include all items necessary for the proper execution and completion of the SERVICES and work by the CONTRACTOR. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there are any actual or alleged conflicts between these TERMS AND CONDITIONS OF CONTRACT and any provision(s) contained in any of the appendices attached hereto, these TERMS AND CONDITIONS shall control.

- 2.0 INDEPENDENT CONTRACTOR. The parties hereto agree that CONTRACTOR and any agents, subcontractors and employees of CONTRACTOR in the performance of this CONTRACT shall act in an independent contractor capacity and not as officers, employees or agents of the SCHOOL DISTRICT. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages, insurance, benefits and other compensation. CONTRACTOR, without any cost or expense to the SCHOOL DISTRICT, shall faithfully comply with all applicable laws or regulations involving Title VII, the Pennsylvania Human Relations Act, the FLSA, Workers' compensation and unemployment insurance laws, social security and withholding of income tax from wages, and shall indemnify and hold the SCHOOL DISTRICT harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations. CONTRACTOR thereby has total control over the means, manner, and method of the performance of this Contract. The SCHOOL DISTRICT is only interested in the results of CONTRACTOR's performance as an Independent Contractor and in obtaining the services described in this CONTRACT. CONTRACTOR may

- 6.1.3 Have had a pre-employment examination in accordance with Section 1418 of the School Code;
 - 6.1.4 Have been tested before start of work for tuberculosis;
 - 6.1.5 Have a certificate on file with CONTRACTOR from a physician verifying the examination;
 - 6.1.6 Be citizens of the United States or hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.
- 6.2 CONTRACTOR shall obtain and maintain the following documents (and provide said documents to the SCHOOL DISTRICT upon request) for any employee or person providing services under this CONTRACT prior to the performance of any services by said employee or person under this CONTRACT:
- 6.2.1 Criminal Background Check pursuant to Act 34, and any amendments thereto;
 - 6.2.2 Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto;
 - 6.2.3 Federal Criminal Record Information from the FBI; and
 - 6.2.4 Immigration and Naturalization I-9 form for establishing lawful employment status.
- 6.3 CONTRACTOR understands and agrees that such persons shall not be considered employees of the SCHOOL DISTRICT and that it is CONTRACTOR'S responsibility to assure that such persons conform fully to the applicable obligations undertaken by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR further agrees to:
- 6.3.1 Bear all expenses associated with certifying and/or qualifying such persons to perform the services agreed to be provided herein, including but not limited to, the cost of education and training;
 - 6.3.2 Bear all expenses associated with the employment of such persons, including but not limited to, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits and insurance coverages;
 - 6.3.3 Assume sole responsibilities or compliance with all applicable laws, rules,

- 10.1 General Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$500,000 Fire Damage or Fire Legal Liability; \$10,000 Medical Expense (any one person); and \$2,000,000 general aggregate.
- 10.2 Vehicular Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 for each occurrence and in the aggregate – bodily injury; and \$1,000,000 for each occurrence and in the aggregate – property damage.
- 10.3 If required by applicable law, Workers' Compensation and Employers' Liability, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee, or other minimum amounts required by law, unless such insurance is not available in the marketplace to the CONTRACTOR. In the event that the CONTRACTOR claims that such insurance is not available, CONTRACTOR shall provide confirmation of that fact from its insurance producer.
- 10.4 CONTRACTOR shall provide the SCHOOL DISTRICT, upon request, with proof of insurance suitable to the SCHOOL DISTRICT.
- 11.0 INDEMNITY AND HOLD HARMLESS. CONTRACTOR shall indemnify, hold harmless and defend the SCHOOL DISTRICT and its board of school directors, officers, agents, employees and attorneys, in their official or individual capacities, from and against any and all loss, damage, liability, claims, suits, judgments, and demands whatsoever, including attorneys' fees, arising from:
- 11.1 Any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of CONTRACTOR, any subcontractor, employee or agent of CONTRACTOR, or any person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part by acts or omissions of the SCHOOL DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, with respect to or in connection to services under this CONTRACT; provided, however, that if any injury to or death of any person or persons, or damage to property, arises out of any actions or omissions of the SCHOOL DISTRICT, its agents, employees or officials, or any representative of the SCHOOL DISTRICT, then the indemnity required by this CONTRACT by CONTRACTOR shall be proportionately reduced taking into account the relative degree of responsibility of CONTRACTOR, its agents, employees, representatives and of the SCHOOL DISTRICT and its agents, employees and

- 13.4 All provisions related to the remedies, defenses and immunities of the SCHOOL DISTRICT; and
- 13.5 All provisions related to the ownership of records and data.
- 14.0 PAYMENTS TO CONTRACTOR. CONTRACTOR shall be paid the amounts set forth in Exhibit "A" in the manner set forth in Exhibit "A". Payment shall be in the form of a check issued to CONTRACTOR. The SCHOOL DISTRICT shall have no responsibilities to make deductions for or to pay wages, benefits, health, welfare or pension costs, income taxes, unemployment insurance premiums, payroll taxes, disability insurance premiums, social security taxes or any other similar charges with respect to CONTRACTOR or CONTRACTOR'S employees.
- 15.0 SCHOOL DISTRICT STATUTORY IMMUNITY. Any other term, covenant or condition of this CONTRACT to the contrary notwithstanding, the SCHOOL DISTRICT, its officers, employees and agents and the members of the Board of School Directors, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The SCHOOL DISTRICT does not waive for itself or for its officers, employees, agents, or for the members of the Board of School Directors, any other defenses or immunities available to it or any of them.
- 16.0 TERM AND TERMINATION. This CONTRACT may be terminated as follows:
- 16.1 TERM. The term of the CONTRACT is set forth in Exhibit A. However, unless terminated earlier, the term of this CONTRACT shall begin **July 1, 2018** and end at the close of the business day on **June 30, 2019**. This AGREEMENT shall terminate and the SCHOOL DISTRICT shall have no further responsibilities (including payment responsibilities) if any of the following events occur:
- 16.1.1 The student is no longer a resident of the SCHOOL DISTRICT;
- 16.1.2 The funding source changes to an agency other than the SCHOOL DISTRICT;
- 16.1.3 The student is reassigned; or
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- 16.2 TERMINATION FOR CONVENIENCE: Notwithstanding anything in this CONTRACT to the contrary, the SCHOOL DISTRICT has the right to terminate the CONTRACT for the SCHOOL DISTRICT'S convenience if the SCHOOL

Information (whether electronically stored or otherwise) which are in CONTRACTOR'S possession or under CONTRACTOR'S control. Property to be returned includes, but is not limited to, notebook pages, documents, records, prototypes, customer files, customer lists, customer names, drawings, electronically stored data, computer media or any other materials or property in CONTRACTOR'S possession.

19.0 CONFIDENTIAL INFORMATION. SCHOOL DISTRICT acknowledges that the CONTRACTOR may provide SCHOOL DISTRICT with access to, and may confide in SCHOOL DISTRICT, and SCHOOL DISTRICT may prepare or create, information, business methods and systems, techniques and methods of operation developed at great expense by the CONTRACTOR and which are assets of the CONTRACTOR. SCHOOL DISTRICT shall not, during the term of or following the date on which this CONTRACT terminates, directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity, any confidential and proprietary information of the CONTRACTOR, including, but not limited to, information relating to product lines, sales strategies, sales techniques, strategic plans, costs, customer lists, profits or the business affairs and financial condition of the CONTRACTOR, or any of the CONTRACTOR business methods, systems, marketing materials, clients or techniques (collectively "Confidential Information"), except for such disclosures (i) where required by law, but only after written notice to the CONTRACTOR detailing the circumstances and legal requirement for the disclosure, and only after the CONTRACTOR has been afforded a reasonable period of time to seek a protective order or other relief to protect its Confidential Information; or (ii) as necessary during the performance of SCHOOL DISTRICT'S duties for such use or purpose as are in the best interests of the CONTRACTOR. At any time upon request and also upon termination of this CONTRACT for any reason, SCHOOL DISTRICT shall deliver to the CONTRACTOR all of its property including, but not limited to, its Confidential Information (whether electronically stored or otherwise) which are in SCHOOL DISTRICT'S possession or under SCHOOL DISTRICT'S control. Property to be returned includes, but is not limited to, notebook pages, documents, records, prototypes, customer files, customer lists, customer names, drawings, electronically stored data, computer media or any other materials or property in SCHOOL DISTRICT'S possession.

20.0 EQUITABLE REMEDIES. CONTRACTOR acknowledges that CONTRACTOR'S compliance with the covenants in the preceding section of the CONTRACT is necessary to protect the good will, confidential information and other proprietary interests of the SCHOOL DISTRICT, that such covenants are supported by adequate and sufficient consideration, and that, in the event of any violation by CONTRACTOR of any provision of the preceding section, the SCHOOL DISTRICT will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to remedy by an action at law for money damages. Accordingly, CONTRACTOR agrees that, in the event of such violation or threatened violation by CONTRACTOR, the SCHOOL DISTRICT and its successors and assigns shall be

- 21.1 Titles IV, VI and VII of the Civil Rights Act of 1964;
- 21.2 The Family Education Rights and Privacy Act (“FERPA”);
- 21.3 The Pennsylvania Human Relations Act;
- 21.4 The Americans with Disabilities Act;
- 21.5 Section 504 of the Rehabilitation Act of 1973, its implementing regulations and the regulations of the State Board of Education published at 22 Pa. Code, Chapter 15;
- 21.6 Amendments of 1972;
- 21.7 The Individuals with Disabilities Education Act (“IDEA”) with respect to those students who are children with disabilities as defined in the IDEA, including the implementation of any Individualized Education Plan (“IEP”);
- 21.8 The Public School Code, including, by way of example and not limitation, the provisions pertaining to Safe Schools as set forth in Article XIII-A of the Public School Code;
- 21.9 The Regulations of the State Board of Education, including by way of example and not limitation:
 - 21.9.1 The regulations pertaining to academic standards and assessment under Chapter 4;
 - 21.9.2 The regulations pertaining to student rights and responsibilities, published at 22 Pa. Code, Chapter 12;
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 - 21.10.1 Safety, fire and panic requirements with respect to any buildings and grounds utilized by CONTRACTOR in the performance of services under this AGREEMENT;
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the CONTRACT. The term "CONTRACTOR" and the term "SCHOOL DISTRICT" as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties; provided, however, that any action required by law to be taken by the Board of Directors of the SCHOOL DISTRICT shall be valid and binding only if said action is taken by said Board.

- 28.0 CORPORATE AUTHORITY. Each person signing this CONTRACT on behalf of CONTRACTOR represents and warrants that he/she is authorized to enter into this CONTRACT on behalf of CONTRACTOR and that this CONTRACT is fully and completely binding on CONTRACTOR. If at any time during the term of this CONTRACT, or any extension or renewal thereof, CONTRACTOR shall change its corporate name, by operation of law or otherwise, CONTRACTOR shall deliver to the SCHOOL DISTRICT a copy of the Certificate of Name Change or such evidence of CONTRACTOR'S name change and authority as is reasonably acceptable to the SCHOOL DISTRICT. Such evidence shall be delivered to the SCHOOL DISTRICT within ten (10) calendar days of CONTRACTOR'S official name change, or, if not so delivered, then within ten (10) calendar days of a request from the SCHOOL DISTRICT.
- 29.0 GOVERNING LAW. This CONTRACT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.
- 30.0 NOTICES. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to CONTRACTOR: Dr. Robert E. Schmidt
10 Vivian Drive
Coatesville, PA 19320

If to SCHOOL DISTRICT: Mrs. Rita Perez, Director of Pupil Services
Coatesville Area School District
3030 CG Zinn Road
Thorndale, PA 19372
(610) 466-2400 (Phone)
perezr@casdschools.org

- 27.0 NON-DISCRIMINATION. Neither CONTRACTOR nor SCHOOL DISTRICT will discriminate on the basis of race, sex, religion, color, nation or ethnic origin, age, disability, or military service in its performance under this CONTRACT. CONTRACTOR and the SCHOOL DISTRICT expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, without limitation, Titles VI and VII of the

APPENDIX "A"

1. CONTRACTOR shall perform the following services under the CONTRACT:
 - A. State-mandated physical examinations for students in Kindergarten and 1st Grade who are initially entering the SCHOOL DISTRICT as well as students in grades 6 and 11, and sports physical examinations for students in 7th, 8th, 9th, 10th, 11th and 12th Grades;
 - B. Serve as instructor and consultant to the SCHOOL DISTRICT NURSES;
 - C. Administer P.P.D. test (Tuberculosis skin test) to persons serving as volunteers in school activities of the SCHOOL DISTRICT.

2. SCHOOL DISTRICT shall pay CONTRACTOR in accordance with the following terms, conditions and limitations:
 - A. \$120.00 per hour for state-mandated physical examinations for students in Kindergarten and 1st Grade who are initially entering the SCHOOL DISTRICT as well as students in grades 6 and 11, and sports physical examinations for students in 7th, 8th, 9th, 10th, 11th and 12th Grades;
 - B. \$40.00 per hour to serve as instructor and consultant to the SCHOOL DISTRICT NURSES;
 - C. \$25.00 per person for P.P.D. test (Tuberculosis skin test) to persons serving as volunteers in school activities of the SCHOOL DISTRICT. These volunteers pay CONTRACTOR directly from the volunteers' own funds.

3. CONTRACTOR shall submit an invoice each month to the SCHOOL DISTRICT's Business Office.

(c) ELECTRONIC PROTECTED HEALTH INFORMATION. ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) INDIVIDUAL. INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) PRIVACY RULE. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) PROTECTED HEALTH INFORMATION. PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) PROTECTED STUDENT INFORMATION. PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) PROTECTED EMPLOYEE INFORMATION. PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) PROTECTED INFORMATION. PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) REQUIRED BY LAW. REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) SECURITY RULE. SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) SECRETARY. SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

4. Obligations and Activities of BUSINESS ASSOCIATE.

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

5. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY.

6. Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed on the dates indicated.

COATESVILLE AREA SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

DR. ROBERT E. SCHMIDT

By: *Dr Robert Schmidt*
Dr. Robert E. Schmidt

Date: 6-11-18

**INDEPENDENT CONTRACTOR CONTRACT
(SANDRA KREISS-SCHMIDT, CSN SNP)**

Terms and Conditions

Intending to be legally bound hereby, this CONTRACT is entered into on the date set forth below by and between the **Coatesville Area School District** (hereinafter referred to as the "SCHOOL DISTRICT") and **SANDRA KREISS-SCHMIDT, CSN SNP** (hereinafter referred to as "CONTRACTOR").

- 1.0 CONTRACT. This CONTRACT consists of the following documents only: (1) these TERMS AND CONDITIONS OF CONTRACT; and (2) the following Appendices that are attached hereto and incorporated in this CONTRACT:

Appendix "A", relating to services to be provided by the CONTRACTOR; and

Appendix "B", relating to student records, employee records, HIPAA and a Business Associate Contract.

The intent of the CONTRACT documents is to include all items necessary for the proper execution and completion of the SERVICES and work by the CONTRACTOR. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there are any actual or alleged conflicts between these TERMS AND CONDITIONS OF CONTRACT and any provision(s) contained in any of the appendices attached hereto, these TERMS AND CONDITIONS shall control.

- 2.0 INDEPENDENT CONTRACTOR. The parties hereto agree that CONTRACTOR and any agents, subcontractors and employees of CONTRACTOR in the performance of this CONTRACT shall act in an independent contractor capacity and not as officers, employees or agents of the SCHOOL DISTRICT. CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages, insurance, benefits and other compensation. CONTRACTOR, without any cost or expense to the SCHOOL DISTRICT, shall faithfully comply with all applicable laws or regulations involving Title VII, the Pennsylvania Human Relations Act, the FLSA, Workers' compensation and unemployment insurance laws, social security and withholding of income tax from wages, and shall indemnify and hold the SCHOOL DISTRICT harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations. CONTRACTOR thereby has total control over the means, manner, and method of the performance of this Contract. The SCHOOL DISTRICT is only interested in the results of CONTRACTOR's performance as an Independent Contractor and in obtaining the services described in this CONTRACT. CONTRACTOR may

- 6.1.3 Have had a pre-employment examination in accordance with Section 1418 of the School Code;
 - 6.1.4 Have been tested before start of work for tuberculosis;
 - 6.1.5 Have a certificate on file with CONTRACTOR from a physician verifying the examination;
 - 6.1.6 Be citizens of the United States or hold a United States Immigration Service visa which authorizes the alien to reside and seek employment within the United States.
- 6.2 CONTRACTOR shall obtain and maintain the following documents (and provide said documents to the SCHOOL DISTRICT upon request) for any employee or person providing services under this CONTRACT prior to the performance of any services by said employee or person under this CONTRACT:
- 6.2.1 Criminal Background Check pursuant to Act 34, and any amendments thereto;
 - 6.2.2 Department of Public Welfare Clearance Statement pursuant to Act 151, and any amendments thereto;
 - 6.2.3 Federal Criminal Record Information from the FBI; and
 - 6.2.4 Immigration and Naturalization I-9 form for establishing lawful employment status.
- 6.3 CONTRACTOR understands and agrees that such persons shall not be considered employees of the SCHOOL DISTRICT and that it is CONTRACTOR'S responsibility to assure that such persons conform fully to the applicable obligations undertaken by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR further agrees to:
- 6.3.1 Bear all expenses associated with certifying and/or qualifying such persons to perform the services agreed to be provided herein, including but not limited to, the cost of education and training;
 - 6.3.2 Bear all expenses associated with the employment of such persons, including but not limited to, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits and insurance coverages;
 - 6.3.3 Assume sole responsibilities or compliance with all applicable laws, rules,

- 10.1 General Liability Insurance, which shall be primary to any insurance of the SCHOOL DISTRICT, in the amount of \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$500,000 Fire Damage or Fire Legal Liability; \$10,000 Medical Expense (any one person); and \$2,000,000 general aggregate.
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If to CONTRACTOR: Sandra Kreiss-Schmidt, CSN SNP
10 Vivian Drive
Coatesville, PA 19320

If to SCHOOL DISTRICT: Mrs. Rita Perez, Director of Pupil Services
Coatesville Area School District
3030 CG Zinn Road
Thorndale, PA 19372
(610) 466-2400 (Phone)
perezr@casdschools.org

- 27.0 NON-DISCRIMINATION. Neither CONTRACTOR nor SCHOOL DISTRICT will discriminate on the basis of race, sex, religion, color, nation or ethnic origin, age, disability, or military service in its performance under this CONTRACT. CONTRACTOR and the SCHOOL DISTRICT expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations including, without limitation, Titles VI and VII of the

APPENDIX "A"

1. CONTRACTOR shall perform the following services under the CONTRACT:
 - A. State-mandated physical examinations for students in Kindergarten and 1st Grade who are initially entering the SCHOOL DISTRICT as well as students in grades 6 and 11, and sports physical examinations for students in 7th, 8th, 9th, 10th, 11th and 12th Grades.

2. SCHOOL DISTRICT shall pay CONTRACTOR in accordance with the following terms, conditions and limitations:
 - A. \$40.00 per hour for state-mandated physical examinations for students in Kindergarten and 1st Grade who are initially entering the SCHOOL DISTRICT as well as students in grades 6 and 11, and sports physical examinations for students in 7th, 8th, 9th, 10th, 11th and 12th Grades.

3. CONTRACTOR shall submit an invoice each month to the SCHOOL DISTRICT's Business Office.

(c) ELECTRONIC PROTECTED HEALTH INFORMATION. ELECTRONIC PROTECTED HEALTH INFORMATION shall have the same meaning as the term ELECTRONIC PROTECTED HEALTH INFORMATION in 45 CFR 160.103.

(d) INDIVIDUAL. INDIVIDUAL shall have the same meaning as the term INDIVIDUAL in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) PRIVACY RULE. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) PROTECTED HEALTH INFORMATION. PROTECTED HEALTH INFORMATION shall have the same meaning as the term PROTECTED HEALTH INFORMATION in 45 CFR 164.501, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

(g) PROTECTED STUDENT INFORMATION. PROTECTED STUDENT INFORMATION means all "student records," including all data contained in the "student records" as defined in applicable federal and state law.

(h) PROTECTED EMPLOYEE INFORMATION. PROTECTED EMPLOYEE INFORMATION means all employee health records that are to be maintained confidentially by an employer under the Americans with Disabilities Act, and all data that any employee reasonably would expect not to be disclosed, such as social security numbers, absence records, injury records, investigations, observations, references, evaluations, disciplinary matters.

(i) PROTECTED INFORMATION. PROTECTED INFORMATION means PROTECTED HEALTH INFORMATION, PROTECTED STUDENT INFORMATION and PROTECTED EMPLOYEE INFORMATION.

(j) REQUIRED BY LAW. REQUIRED BY LAW shall have the same meaning as the term REQUIRED BY LAW in 45 CFR 164.501.

(k) SECURITY RULE. SECURITY RULE shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

(l) SECRETARY. SECRETARY shall mean the SECRETARY of the Department of Health and Human Services or his designee.

4. Obligations and Activities of BUSINESS ASSOCIATE.

(a) BUSINESS ASSOCIATE agrees to not use or disclose PROTECTED INFORMATION other than as provided for by this APPENDIX.

(b) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of PROTECTED

health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The BUSINESS ASSOCIATE shall further provide, at its sole cost and expense, the notices (including individual notices) required under the American Recovery and Reinvestment Act of 2009, Section 13401(e), with respect to breaches of unsecured protected health information that it has caused. The BUSINESS ASSOCIATE'S notices shall comply with the requirements of Section 13401(f) of the American Recovery and Reinvestment Act of 2009.

(k) Notwithstanding any other provision in this APPENDIX, the BUSINESS ASSOCIATE shall comply with the requirements of the PRIVACY RULE or other legal requirements, to the fullest extent required by law.

5. Permitted Uses and Disclosures by BUSINESS ASSOCIATE: General Use and Disclosure Provisions.

Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use or disclose PROTECTED INFORMATION on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of PROTECTED HEALTH INFORMATION would not violate the PRIVACY RULE if done by COVERED ENTITY or the minimum necessary policies and procedures of the COVERED ENTITY, as applicable: educational, related or early intervention services for the COVERED ENTITY.

6. Specific Use and Disclosure Provisions.

(a) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may use PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(b) Except as otherwise limited in this APPENDIX, BUSINESS ASSOCIATE may disclose PROTECTED INFORMATION for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are REQUIRED BY LAW, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as REQUIRED BY LAW or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

7. Obligations of COVERED ENTITY: Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.

(a) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of PROTECTED HEALTH INFORMATION.

(b) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by INDIVIDUAL to use or disclose PROTECTED HEALTH

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed on the dates indicated.

COATESVILLE AREA SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____

SANDY KREISS-SCHMIDT CSN SNP

By: *Sandra Kreiss Schmidt*
Sandra Kreiss-Schmidt CSN SNP

Date: 6-10-18

*Coatesville Area School District
Policy Committee*



Members

Thomas Siedenbuehl, Chair
Brandon Rhone
Ann Wuertz

2018

Policy Committee Agenda
Coatesville Area Senior High School Auditorium
July 10, 2018 - 6:00 PM
(4th Committee Meeting of the Evening)

CHAIRPERSON: Thomas Siedenbuehl
BOARD MEMBERS: Brandon Rhone and Ann Wuertz
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: _____

APPROVAL of MINUTES

Approval of the June 12, 2018 Policy Committee meeting minutes. ([Enclosure](#))

Motion: _____ Second: _____ Vote: _____

AGENDA ITEMS

Consent Agenda

RECOMMENDED MOTION: That the Board of School Directors approves the Consent Agenda items:

Motion: _____ Second: _____ Vote: _____

A. Policy 711 Advertising on School Property: Second Reading

RECOMMENDED MOTION: That the Board of School Directors approve the second reading of Policy 711. ([Enclosure](#))

INFORMATIONAL ITEM(S)

OLD BUSINESS

Discussion on Policy 707 Facility Use ([Enclosure](#))

Discussion on Policy 903 Public Participation in Meetings ([Enclosure](#))

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT _____

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

Policy Committee Minutes
Coatesville Area Senior High School Auditorium
June 12, 2018 - 6:00 PM
(3rd Committee Meeting of the Evening)

CHAIRPERSON: Thomas Siedenbuehl (*Ann Wuertz*)
BOARD MEMBERS: Brandon Rhone and Ann Wuertz (*James Hills*)
ADMINISTRATION: Dr. Cathy Taschner and Karen Hall
CALL TO ORDER: 6:44 pm

APPROVAL of MINUTES

Approval of the May 7, 2018 Policy Committee meeting minutes. (*Enclosure*)

Motion: Brandon Rhone **Second:** James Hills **Vote:** 3-0

AGENDA ITEMS

A. Policy 711 Advertising on School Property: First Reading

RECOMMENDED MOTION: That the Board of School Directors approve the first reading of Policy 711.

Motion: Brandon Rhone **Second:** James Hills **Vote:** 3-0

INFORMATIONAL ITEM(S)

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT

ADJOURNMENT 6:45 pm

*Notice of this public meeting was advertised in the Daily Local News on January 1, 2018 and on the District website.
Copies of the minutes will be maintained in the office of the Board Secretary.*

Book	Policy Manual
Section	700 Property
Title	Advertising on School Property
Number	711
Status	1st Reading

Purpose

The purpose of this policy is to balance the Board's commitment to educational integrity and quality with acceptance of financial support through permitted commercial advertisements on designated school premises and facilities. In doing so, the Board will make a conscious and consistent effort to assure that the Board's commitment to the district's educational mission is not compromised.

The Board further recognizes that the sale of advertising at its athletic facilities can serve as an important source of revenue enhancement. It is the objective of this policy to establish parameters for the advertisement at district athletic facilities. It is the objective of this policy to establish parameters for advertisement at district athletic facilities.

Authority

Any and all signs and/or the content thereof are subject to the approval of the district. All signs and advertising must be within the boundaries of good taste within the Coatesville Area School District and may not be inconsistent with the district's educational mission. Advertising of any product that is unlawful will be prohibited, including products that are unlawful only for school-aged children, such as alcohol and tobacco. Advertising will also not be permitted if it is obscene, lewd, vulgar, libelous, invades the privacy of another person in violation of the other's legal rights, constitutes fighting words, or, which materially and substantially interferes with or may be disruptive to the educational process or the requirements of appropriate discipline in the operation of the school.

School premises shall not be used for commercial advertising purposes without the approval of the Board on a case-by-case basis. The school property subject to this policy includes all athletic field fixtures such as scoreboards, press boxes and fences, other premises as designated by the Board in its sole discretion, the district's official website and all other websites maintained (hereinafter collectively the "designated premises"). The advertising spaces on these designated premises are declared to be nonpublic fora limited to commercial advertisements which are in conformity with this Board policy for the purpose of generating revenue for the district. The overall goal is to achieve additional revenue to support district programs in a manner that limits commercial advertisements to areas such as locations of major athletic and activity events such as stadiums, athletic fields, tracks, and gymnasiums, as well as the district's official website and any related official websites for district programs.

The Director of Elementary & Secondary Education shall assume the responsibility for ensuring compliance with the laws of the Commonwealth of Pennsylvania and this policy, related policies, and established guidelines or administrative regulations.

Guidelines

Any signs posted at outdoor facilities must be on the inside of the fence, and only at locations approved by the district. The signs must face toward the athletic field, and must not extend beyond the height, length, or width of the existing fences.

Signs may be posted only at locations approved by the district. All signs must conform to specifications established by the school district, including, but not limited to, the material composition, size, and appearance.

Signs shall be authorized for specified durations. Terms exceeding one (1) year shall be subject to approval of the Board.

The district may limit the period of time during the year when advertising signs may be posted. If the signs are not removed in a timely manner by the advertiser, the district will remove the signs.

The school district may limit the total number of signs that may be erected at any one time, so as to minimize distractions for athletics and spectators who use the facility for athletic events, for aesthetics, or for any other reason at the discretion of the school district.

The advertiser shall be fully and exclusively responsible for all costs and expenses associated with the procurement, erection, maintenance, and removal of the sign(s), unless waived by the district, in a public school board meeting. Any maintenance, repair or removal of an approved sign shall be subject to the direction and supervision of the school district. All signs must be maintained in good condition meeting district standards as established/determined by the school district. If any sign becomes damaged or requires repair for any reason, it is the sole and exclusive responsibility of the advertiser that erects the sign to repair or remove it. In the event the district becomes aware of any sign requiring repair or removal, the district shall notify the responsible advertiser. The advertiser must repair or remove the sign within seventy-two (72) hours of notification. If the advertiser does not repair or remove the sign as required, the district will remove the sign and invoice the advertiser for all labor and material costs incurred.

The advertiser shall indemnify and hold the school district harmless from any claims, including those for bodily injury and intellectual property right infringement, arising out of the erection, presence, maintenance, and removal of the advertiser's sign on the district's property.

Advertising fees shall be subject to the approval of the Board. All proceeds for the sale of advertising at district athletic facilities shall be used at the discretion of the district.

Advertising signs shall include a statement that advertising on school property should not be construed as an endorsement by the district of the product or service being advertised.

All advertisers shall be required to execute an agreement, in a form approved by the school district solicitor, in advance of the placement of any sign.

Any sponsor wishing to place an advertisement on designated premises in accordance with this policy must submit a written application which depicts the proposed advertisement. After reviewing an application, administration may enter into discussions with the proposed sponsor concerning the location and size of the permitted advertisement and the terms of a written contract, which shall be in a form acceptable to the district's Solicitor. The Board shall approve any contract for advertising on designated premises, and the Board shall periodically approve a schedule of fees for advertising agreements.

Any approved advertising on district designated premises must be consistent with the district's educational mission and goals, promote a responsible and healthy lifestyle and be consistent with community values.

Under special circumstances, groups wanting to advertise to raise funds for specific equipment or for a major capital improvement project in the district, must fill out an application to request and receive Board approval prior to entering into an advertising agreement. The advertising agreement will be between the District and the Advertiser. The Board maintains the right to accept or reject any application

Accordingly, for an advertisement to be approved, it must comply with all required restrictions of the Board which shall include, but not be limited to the following:

1. It must not create a material or substantial disruption to school operations.
2. It must not attack ethnic, racial, or religious groups.
3. It must not discriminate, demean, harass or ridicule any person or group of persons.
4. It must not be libelous.
5. It must not promote hostility, disorder or violence.
6. It must not be contrary to the district's educational mission or goals or be inconsistent with community values.
7. It must not promote, favor or oppose any political party or the candidacy of any candidate for election, adoption of any bond issue or any public questions submitted at any general, county, municipal or school election.
8. Political signs may not be displayed on any district building and grounds including, but not limited to, athletic fixtures such as scoreboards, press boxes, fences, tracks, fields, and gymnasiums.
9. It must not promote any religious or political organization or party.
10. It must not be obscene, pornographic or sexually explicit as defined by prevailing community standards throughout the district.
11. It must not promote the sale or use of drugs, alcohol, tobacco or firearms.
12. It must not use any district or school logo without prior approval.
13. It must not reflect poorly or negatively on the school district or community as determined by the school district in its sole discretion.

Delegation of Responsibility

It is the responsibility of the Director of Elementary & Secondary Education to:

1. Establish specifications for signs authorized by this policy, including those regulating the material, size and composition of such signs.
2. Establish guidelines for the number and location of signs that may be posted on the district's designated premises.
3. Evaluate and approve or disapprove all requirements involving requests for advertisement consistent with this policy.
4. Negotiate with prospective advertisers concerning proposals for fees for advertising, and the size, location, and content of advertisements, and seek Board approval of the guidelines resulting from these negotiations and all contracts with advertisers.

Last Modified by Coatesville Policy Staff on June 10, 2018

Book	Policy Manual
Section	700 Property
Title	Use of School Facilities
Number	707
Status	Active
Legal	1. 24 P.S. 775 2. 24 P.S. 511 3. 10 P.S. 328.101 et seq 4. 61 PA Code 901.701 5. 35 P.S. 1223.5 6. 20 U.S.C. 7182 7. 20 U.S.C. 7183 24 P.S. 779 22 PA Code 403.1 61 PA Code 901.1 20 U.S.C. 7181 et seq 20 U.S.C. 7905
Adopted	July 25, 2017

Purpose

The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools.

Authority

The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities:

1. Instruction in any branch of education, learning and the arts, consistent with the school district's mission.
2. Social, civic and recreational meetings and entertainment, and other uses pertaining to the welfare of the community; but such use shall be non-exclusive and open to the public without charge.

3. Polling places for holding primaries, elections and special elections, as permitted or required by state law.
4. Recreation, physical training and athletics, including competitive athletic contests for children and adults.

The Board shall establish a schedule of fees for the use of school facilities by approved groups.

[\[1\]](#)

Delegation of Responsibility

The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them.

An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent.

Guidelines

Application Process

An individual or community group requesting permission to use school buildings, facilities or school property must submit a written request on the prescribed application form at least ten (10) days in advance of the proposed date to the Building Administrator.

The application must specify the portion of the school facilities requested for use; proposed activities; number of individuals participating; and the date, time and duration of the proposed event.

Along with the completed application, the individual or group must submit the following:

1. Payment of the specified rental fee.
2. Evidence of organizational liability to limits required by district guidelines.
3. Documentation evidencing the school district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group.
4. In situations where a waiver of fees is being requested, applicants shall submit their application to the building principal at least five (5) days in advance of the regularly scheduled meeting of the Board of School Directors.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

1. Conflict with any school-sponsored activity.
2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
3. Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an

unqualified operator.

4. The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.
5. Individual or community group uses school facilities in excess of five (5) times during any calendar year for the same purpose. This limitation shall not apply to individual athletic contests for children or adults that are part of an overall athletic season schedule, and the use is approved by the Board.

Limitations

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. Individuals shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form.
2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
3. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district.
4. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school.

Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:[\[2\]](#)

1. Possession, use or distribution of illegal drugs and/or alcoholic beverages.
2. Possession of weapons.
3. Conduct that would alter, damage or be injurious to any district property, equipment or furnishings.
4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
5. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or administration.[\[3\]](#)[\[4\]](#)
6. Use of tobacco products.[\[5\]](#)[\[6\]](#)[\[7\]](#)
7. The Board may designate specific areas for tobacco use by the public on property owned, leased or controlled by the district that is at least fifty (50) feet from school buildings, stadiums and bleachers.[\[5\]](#)

Violations

The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.[\[2\]](#)

In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board.

Fee Schedule

Use of school facilities for activities directly related to the educational program and district operations shall be without cost to users, except that the user shall be responsible for extra custodial fees.

Book	Policy Manual
Section	900 Community
Title	Public Participation in Board Meetings
Number	903
Status	Active
Legal	1. 65 Pa. C.S.A. 710 2. 65 Pa. C.S.A. 710.1 3. 24 P.S. 407 4. Pol. 006 65 Pa. C.S.A. 701 et seq
Adopted	October 24, 2017

Purpose

The Board recognizes the value to school governance of public comment on educational issues and the importance of involving members of the public in Board meetings. The Board also recognizes its responsibility for proper governance of the district and the need to conduct its business in an orderly and efficient manner.

Authority

The Board adopts this policy to govern public participation in Board meetings necessary to conduct its meeting and to maintain order.[\[1\]](#)

In order to permit fair and orderly expression of public comment, the Board shall provide an opportunity at each open meeting of the Board for residents and taxpayers to comment on matters of concern, official action or deliberation before the Board prior to official action by the Board.[\[2\]](#)

The Board shall require that all public comments be made at the beginning of each meeting.

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting. If a majority of the Board members present wish to allow for additional time of a participant during the meeting, then a motion for a set period of time to extend the comment period will be entertained.[\[2\]](#)

Delegation of Responsibility

The presiding officer at each public Board meeting shall follow Board policy for the conduct of public meetings. Where his/her ruling is disputed, it may be overruled by a majority of those Board members present and voting.[\[3\]](#)[\[4\]](#)

Guidelines

Whenever issues identified by the participant are subject to remediation under policies and procedures of the Board, they shall be dealt with in accordance with those policies and procedures and the organizational structure of the district.

The Board requires that public participants be residents or taxpayers of this district or anyone representing a group in the community or school district, any representative of a firm eligible to bid on materials or services solicited by the Board, any district employee, or any district student.

All individuals wishing to participate in a public Board meeting shall register their intent with the Board Secretary seven (7) days in advance of the meeting and shall include the name and address of the participant, topic to be addressed and group affiliation, if applicable.

Participants must be recognized by the presiding officer and must preface their comments by an announcement of their name, address, and group affiliation if applicable.

Public participation shall be permitted only as indicated on the order of business in the agenda.

The presiding officer must recognize participants. In cases of group action, only one (1) spokesperson shall address the Board.

Each statement made by a participant shall be limited to three (3) minutes. This period may be extended by a majority vote of the members present for a specific amount of time that would allow for the issue to be covered.

The Board will not tolerate disruptive, disrespectful or abusive behavior, nor will it permit visitor participation in matters irrelevant to the business at hand. The Board must conduct the business of the Board, and visitors will participate only at the invitation of the Board.

No persons should make any personal charge against any Board member or district employee by name or title at Board meetings. Such concerns should be presented to the Board President with a copy to the Superintendent, in writing and signed.

No participant may speak more than once on the same topic.

All statements shall be directed to the presiding officer; no participant may address or question Board members individually.

The presiding officer may:

1. Interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.
2. Request any individual to leave the meeting when that person does not observe reasonable decorum.
3. Request the assistance of law enforcement officers to remove a disorderly person when his/her conduct interferes with the orderly progress of the meeting.
4. Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting as to warrant such action.

5. Waive these rules with the approval of the Board.

Electronic recording devices and cameras, in addition to those used as official recording devices, shall be permitted at public meetings under guidelines established by the Board.

No placards or banners will be permitted within the meeting room.

The meeting agenda and all pertinent documents shall be posted on the district's website at www.casdschools.org on the Friday prior to the meeting and limited printed copies will be available to the public at the meetings.