

COATESVILLE

AREA SCHOOL DISTRICT

SPECIAL SCHOOL BOARD MEETING AGENDA & ENCLOSURES



29 JULY 2014

Administration

Bill Androwick
Matthew Como
Keith Davis
Kathy Feeney
Robert Foley
Richelle Groff
Abdallah Hawa
David Krakower
Jonette Marcus
Jason Palaia
Dr. Teresa Powell
John Reid
Erin Robinson
Dr. Angelo Romaniello, Jr.
Donna Urban
Erika Zeigler

Principals

Brad Bentman
Brian Chenger
Rob Fisher
Steven Lefevre
Cliff Maloney
Dr. Denise Ray
Dr. Eugenia Roberts
Michele Snyder
Chamise Taylor
Cathy VanVooren
Wayne Wallace
MJ Wilson-Stenz

**COATESVILLE AREA SCHOOL DISTRICT
SPECIAL BOARD MEETING AGENDA
9/10 CENTER AUDITORIUM
JULY 29, 2014 -6:00 P.M.**

OPENING ACTIVITIES

1. CALL TO ORDER

2. READING OF MISSION STATEMENT

THE MISSION OF THE COATESVILLE AREA SCHOOL DISTRICT IS TO PROVIDE EDUCATIONAL EXCELLENCE BY PREPARING STUDENTS WITH THE SKILLS NECESSARY TO BECOME LIFE-LONG LEARNERS AND RESPONSIBLE MEMBERS OF SOCIETY.

3. ADVISEMENT

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

4. ROLL CALL

Board of School Directors

J. Neil Campbell, President
James L. Fox, Vice President
Diane M. Brownfield
Stuart C. Deets
James Hills
Laurie C. Knecht
Kimberly M. Mammel
Deborah L. Thompson

*(Finance & Operations Committees)
(Community & Student Relations Committee)
(Education & Community & Student Relations Committees)
(Finance & Operations Committees)
(Education Committee)
(Operations Committee)
(Education Committee)
(Education & Community & Student Relations Committees)*

Solicitor

James E. Ellison, Esquire

Administration

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

5. MOMENT OF SILENCE AND SALUTE TO THE FLAG

SUPERINTENDENT'S REPORT

ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA

PUBLIC COMMENT ON AGENDA ITEMS

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

1. FINANCE

A. Appointment of School Director for Region II Board Vacancy

PRESIDENT

(President will now entertain nominations for Region II School Director.)

Nominations for Region II School Director:

MOTION: That nominations be closed for Region II School Board Director.

MOTION: To appoint Region II School Director as follows:

Roll Call Vote: President asks the Board Secretary for a roll call with each Board Member to name the individual they are voting for as Region II School Director. The individual receiving a majority vote of the School Board shall be the prevailing and appointed Region II School Director.

Diane Brownfield	_____
Neil Campbell	_____
Stuart Deets	_____
Jim Fox	_____
James Hills	_____
Laurie Knecht	_____
Kim Mammel	_____
Deborah Thompson	_____

B. Appointment of School Board Director for Region II

RECOMMENDED MOTION: That the Board of School Directors appoint _____ as School Board Director for Region II.

C. RFP for Auditing Services

RECOMMENDED MOTION: That the Board of School Directors issue an RFP for Auditing Services for fiscal years 2013-2014, 2014-2015 and 2015-2016.

D. Improving Adolescent Health State Grant Funds

RECOMMENDED MOTION: That the Board of School Directors accept the Improving Adolescent Health State Grant Funds in the amount of \$22,500. (*Enclosure #1*)

E. Youth Summer Academy

RECOMMENDED MOTION: That the Board of School Directors accept grant funds from Cheyney University in the amount of \$600/per teacher for participation in the Youth Summer Academy, plus transportation reimbursement. (*Enclosure #2*)

F. 21st Century Community Learning Centers

RECOMMENDED MOTION: That the Board of School Directors accept federal grant funds for 21st Century Community Learning Centers Cohort 6A in the amount of \$252,793.00. (*Enclosure #3*)

G. Joseph B. Hollister Memorial Trust

RECOMMENDED MOTION: That the Board of School Directors approve the termination of the Joseph B. Hollister Memorial Trust and accepts funds as outlined in the Trust Fund Agreement. (*Enclosure #4*)

H. Hearing Officer Agreement

RECOMMENDED MOTION: That the Board of School Directors approve Lewis, Brisbois, Bisgaard & Smith LLP to provide legal/hearing officer services at an hourly rate of \$250/hour and other standard charges, costs and expenses as set forth in Schedule B of the Letter of Engagement. (*Enclosure #5*)

I. Marshall, Dennehey, Warner, Coleman & Goggin Engagement Letter

RECOMMENDED MOTION: That the Board of School Directors approve Marshall, Dennehey, Warner, Coleman & Goggin to provide legal services up to the insurance deductible amount of \$25,000. (*Enclosure #6*)

J. Levin Legal Group Engagement Letter

RECOMMENDED MOTION: That the Board of School Directors Levin Legal Group to provide legal services up to the insurance deductible amount of \$25,000. (*Enclosure #7*)

K. Substitute Teacher Rate Increase

RECOMMENDED MOTION: That the Board of School Directors approve the new substitute teacher rate of \$100 per day.

L. Revisions to the Codes of Student Conduct

RECOMMENDED MOTION: That the Board of School Directors approve the revisions to the Codes of Student Conduct to include the removal of Saturday School. (*Enclosure #8*)

M. Administrative Travel Reimbursement Freeze

RECOMMENDED MOTION: That the Board of School Directors freeze all certified and non-certified administrative travel reimbursements for the 2014-2015 fiscal year.

N. Approval of the City of Coatesville Redevelopment Authority Tax Exoneration

RECOMMENDED MOTION: That the Board of School Directors approve the exoneration of the City of Coatesville Redevelopment Authority for the attached list of properties as approved by the Chester County Assessment Appeals Board. (*Enclosure #9*)

O. Budgetary Transfer 2013-2014

RECOMMENDED MOTION: That the Board of School Directors approve the Business Office to complete the 2013-2014 budgetary transfers as necessary to meet the Pennsylvania Department of Education regulations.

P. Authorization to Hire and Accept Resignations

RECOMMENDED MOTION: That the Board of School Directors authorizes the Superintendent to hire any required and budgeted employees and accept resignations prior to School Board approval until the August 26, 2014 School Board meeting.

Q. Creation of a New Position

RECOMMENDED MOTION: That the Board of School Directors approve the creation of the following position:

Assistant to the Superintendent for Curriculum and Learning

R. Human Resources**1. Resignations - Regular and Extra Duty**

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

a. ADMINISTRATION

- 1) Young, Nancy C., Supervisor of Special Education/Elementary for the Coatesville Area School District. Letter Dated: 6/23/14. Reason: Personal. Effective: 8/6/14.

b. CATA

- 1) Chenger, Lauren, 1st Grade Teacher for the East Fallowfield Elementary School. Letter Dated: 6/24/14. Reason: Personal. Effective: 6/24/14.

c. CATSS

- 1) Baynard, Jr., Robert, 2.0 Hour Cafeteria/Playground Aide for the Reeceville Elementary School. Letter Dated: 6/30/14. Reason: Personal. Effective: 6/30/14.

d. EXTRA DUTY

- 1) Gaffney, Alicia, Summer School Aide – Middle School Camp Academia for the Coatesville Area School District. Letter Dated: 6/26/14. Reason: Personal. Effective: 6/26/14.

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

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

a. CATSS

- 1) Approval to utilize substitute secretaries to facilitate the Central Registration process during the peak times in August and September.

b. EXTRA DUTY

- 1) Duffy, Kelly, Co-Student Council Advisor for the North Brandywine Middle School. Posted: 5/22/14 (Brown). Salary: \$1,767.50. Effective: 2014 – 2015 School Year. SP4: Staff.
- 2) ESY Special Education Instructional Aides for the Coatesville Area School District. Posted: 3/20/14. Salary: \$12.50/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Barnhart, Karen	Burdett, Hester	Coover, Melissa
Hines, Dehaven	Kirk, Jean	Loughead, Paula
Sheckells, Joanne	Warren, Dorothy	Woodloe, Lynne

- 3) Hallinan, Lauren, Co-Student Council Advisor for the North Brandywine Middle School. Posted: 5/22/14 (Brown). Salary: \$1,767.50. Effective: 2014 – 2015 School Year. SP4: Staff.
- 4) Smith, Stephanie, Head Volleyball Coach for the Coatesville Area Senior High School Campus. Posted: 1/31/14 (Gray). Salary: \$3,416.00. Effective: 2014 – 2015 School Year. SP4: Approved.
- 5) Summer School Teachers – Secondary Math, English, Social Studies, Science, Wellness & Fitness for the Coatesville Area Senior High School Campus. (All positions on an as needed basis.) Posted: 3/20/14. Salary: \$33.00/hr. Effective: 6/30/14 – 7/31/14. SP4: Staff.

Mendenhall, William Ziff, Stephanie

2. **OPERATIONS**

A. **Outdoor Training Facility**

RECOMMENDED MOTION: That the Board of School Directors approve the completion and installation of the outdoor training facility pending all permit approvals and receipt of committed funds. (*Enclosure #10*)

B. **Outdoor Training Facility Donations**

RECOMMENDED MOTION: That the Board of School Directors accept funds for the outdoor training facility as donated by the Football Boosters Club in the amount of \$3,445.89, and from the National Guard in the amount of \$8,000.00. (*Enclosure #11*)

C. Mid-Atlantic Dairy Association, Inc.

RECOMMENDED MOTION: That the Board of School Directors accept the grant in the amount of \$14,000.00 from the Mid-Atlantic Dairy Association for the period of July 1, 2014 to June 30, 2019. (*Enclosure #12*)

D. School Wires New Website

RECOMMENDED MOTION: That the Board of School Directors approve an Agreement with School Wires to provide a new District website, new building websites, and new teacher websites.

3. EDUCATION

A. 2014-2015 School Calendar Revision

RECOMMENDED MOTION: That the Board of School Directors approve the revisions of the 2014-2015 School Calendar. (*Enclosure #13*)

B. Substitute Secretaries for Summer Student Registration

RECOMMENDED MOTION: That the Board of School Directors approve the utilization of substitute secretaries for summer student registrations.

C. Chemistry Summer School Teachers

RECOMMENDED MOTION: That the Board of School Directors approve Stephanie Ziff and Bill Mendenhall as Summer School Chemistry Teachers.

INFORMATION ITEM(S)

- CSI Discussion – Dr. Cathy Taschner

PUBLIC COMMENT

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

ADJOURNMENT

Motion: _____ Second: _____ Time: _____

*Notice of this public meeting was advertised in the Daily Local newspaper on Friday, July 18, 2014.
Notice of this public meeting was posted on the District website & the Benner Administration Building.
Copies of meeting minutes will be maintained in the Office of the Board Secretary.*

Board Agenda

Enclosure #1



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333

DEPUTY SECRETARY FOR ELEMENTARY
AND SECONDARY EDUCATION

717-787-2127
FAX: 717-214-2786

March 7, 2014

Dr. Leonard Fitts
Acting Superintendent
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320-2494

Dear Dr. Fitts:

Congratulations! Coatesville Area School District's application for the Promoting Adolescent Health through School-Based HIV/STD and Teen Pregnancy Prevention Initiative has been approved.

Under the terms and conditions of this agreement, Coatesville Area School District will be awarded a mini grant of \$2,500 for year 1 (March 25, 2014 - August 1, 2014) and \$5,000 for years 2 through 5 of the grant (August 1, 2014 - July 31, 2018). This award will total \$22,500 over five years. Funds can be spent on: travel to meetings and conferences, substitute teacher costs, lodging, purchase of resource materials and other grant-related expenditures. The method of disbursement of these funds will be sent directly to the district. The funding is contingent upon satisfactory fulfillment of the terms of this agreement.

All resources and activities must enhance the district HIV prevention education program, improve the quality of the HIV prevention education program and assist the district in complying with Chapter 4 of the Pennsylvania Code (22 Pa. Code § 4.29).

Additional terms and conditions applicable to this grant program are attached as Appendix A to this letter and incorporated herein.

Please acknowledge the agreement of Coatesville Area School District to comply with the program terms and conditions set forth herein by signing and returning a copy of this letter by March 25, 2014.

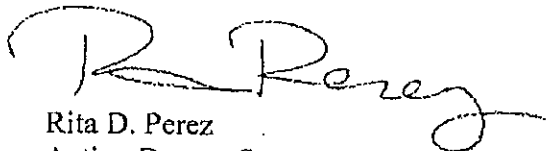
Dr. Leonard Fitts

Page 2

March 7, 2014

Once again, congratulations to Coatesville Area School District for making the commitment to improve the quality of HIV/STD and Teen Pregnancy Prevention Education for your students.

Sincerely,



Rita D. Perez
Acting Deputy Secretary

cc: Kathleen Feeney

Acknowledged and Agreed on behalf of Coatesville Area School District:



(School District Representative Name and Title)

3/13/2014
Date

Board Agenda

Enclosure #2



July 18, 2014

Dear Mr. Bolden:

In response to your request, please find synopsis from my NSF funded proposal. Again, the project is a five-year, \$1.75 million project designed to increase STEM awareness and research. Under the Student Core Initiative comes the Youth Summer Academy, which your school is a part. Being a resident of Coatesville myself, I thought it would be a good idea to get Coatesville kids involved.

Please understand that this is at NO cost to CASD. All I ask is that you provide us with 25 kids who have interest in STEM. Here are the things we will fund for you-

1. Three (3) Teachers at \$150/day for four days. Therefore, each teacher will receive \$600.00 for his or her participation
2. The Transportation cost, which I already have invoice for will also be covered by us.
3. We will provide snacks for all participants but will not provide lunch.

I am sure that the kids from last year truly enjoyed the experience they received, especially the exercise on separating fat from Candy bars. We have similar but more exciting projects for them this year and I look forward to seeing you and the kids again.

Best Regards,

Adedoyin M. Adegiga

Adedoyin M. Adegiga, Ph.D.

Grant Overview

The Overall Goal and Measurable Objectives

The overall goal of the proposed implementation project is to increase the number of minority students who graduate from Cheyney University and successfully follow the path of entering a STEM research career by gaining admission to PhD programs or by entering the STEM workforce.

The stated goal is also consistent with the priorities of retention, graduation, and increasing the number of alumni in research careers set in the strategic plan of Cheyney University of Pennsylvania, "Pathways to Excellence, 2010-2015". Hence, the administration is enthusiastic and supportive of this project. The extensive renovation funding for the current science building received by the University (to complement current implementation award) via a \$2.2 million federal appropriation, state funding in the amount of \$18 million for a new science building (groundbreaking has already begun), increased number of qualified STEM faculty conducting research on and off campus, support programs aforementioned and grants acquired (USDA, NSF, PA Department of Health, US Department of Education and the Department of Energy), and the extensive development of teaching and research infrastructure during the last three years, provide a solid foundation for attaining the overall goal of this project.



The overall goal of this project will be attained through the following measurable objectives. These objectives lead to intermediary outcomes, which will ultimately lead to the attainment of the overall goal.

Objective A: Increase the share of STEM majors among undergraduates from the current 12 percent to 17 percent within the five years of the proposed projects. We aim to increase this indicator about 40 to 50 percent.

Objective B: Increase the retention of the STEM major in STEM discipline from the current 55 percent to 70 percent within the five years of the proposed project. This is an increase of 66.6 percent over the five year period.

Objective C: Increase the four year graduation rate of STEM major from 30 percent to 50 percent within the five years of the proposed project. This is an increase of 66.6 percent over the five year period.

Objective D: Increase the rate of admission to graduate school among all STEM graduates from 18 to 25 percent and among BEAR Scholars from 65 to 85 percent.

The stated objectives and the overall project goal were based on extensive need assessment done by an external advisory council, the internal planning committee and an external evaluator. Institutional data, data generated from all existing university grants, lesson learned from our previous implementation project as well as input from the entire university community were used in formulating and setting the priorities for this project.

Student Core activities

The student core activities in the proposed project, will contribute to the recruitment, retention, engagement in research, graduation and admission of students to graduate school. We have planned a set of activities to create a pipeline of STEM students from the 10th grade until they receive admission to graduate school. We have also included measures to follow up with the students throughout their graduate school matriculation.

Youth Summer Academy

The youth summer academy will recruit local fifty (50) local middle school students for a one-week hands-on experience in July of each year. This non-residential program is designed to expose middle school students to science and math at a very early stage. The students will come to campus for four (4) hours every day except Fridays for engagement activities promoting science and math. The activities to be done will be designed by our faculty in conjunction with selected middle school teachers in our area. We are aware of the importance and need of early exposure of young minorities to science and math and the various reports (Hulleman and Harackiewicz 2009; Denofrio et al, 2007; Summers and Hrabowski, III 2006) that show that youth exposed to STEM at an early age are more likely to follow through and become creative, independent and analytical thinkers. It is anticipated that recruited kids will learn about Cheyney and later become a part of the Cheyney STEM family.

Board Agenda

Enclosure #3



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333

DEPUTY SECRETARY FOR ELEMENTARY
AND SECONDARY EDUCATION

717-787-2127
FAX 717-214-2786
TTY 717-783-8445

July 6, 2012

Mr. Richard W. Como, Superintendent
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320

Dear Mr. Como:

I am pleased to announce that the Pennsylvania Department of Education has favorably reviewed the proposal submitted by your organization for a 21st Century Community Learning Center (21st CCLC) Cohort 6A grant. Your project has been approved for three years of funding at the following levels:


- Year 1 (June 1, 2012 to Sept. 30, 2013): **\$252,793.00**
- Year 2 (Oct. 1, 2013 to Sept. 30, 2014): **\$252,793.00**
- Year 3 (Oct. 1, 2014 to Sept. 30, 2015): **\$252,793.00**

Due to an anticipated reduction in the federal 21st CCLC award, applicants selected for funding who requested a higher allocation in years two and three will be level funded according to the year one requested amount. Those applicants who requested a lesser amount in either year two or three than in year one will receive the lesser amount for that year.

These federal grant funds will enable your organization to provide afterschool programming while building capacity to sustain those services beyond the grant period. Please be aware that second- and third-year funding is contingent upon adequate performance and continued availability of federal funds. The grant is subject to the execution of a grant agreement between PDE and the grantee. Grantees whose performance is deemed exceptional for the three-year funding period may be permitted to apply for a two-year continuation, if funding is available.

If you have any questions about the contract process, contact your 21st Century Program Officer per the attached list. Instructions for submitting the final contract documents will be sent to awardees following notification of completed revisions to the submitted applications. We look forward to working with you in the coming year.

Sincerely,

A handwritten signature in black ink that reads "Carolyn C. Dumaresq". The signature is written in a cursive style with a large loop at the end of the last name.

Carolyn C. Dumaresq, Ed. D., Deputy Secretary
Office of Elementary and Secondary Education

cc: Susan D'Annunzio

Enclosure

Board Agenda

Enclosure #4

**JERRY L. JOHNSON
ATTORNEY AT LAW
P.O. Box 218
114 W. Lancaster Avenue
Downingtown, PA 19335**

610 269 1500

June 17, 2014

Coatesville High School
1425 E. Lincoln Highway
Athletic Building 910
Coatesville, PA 19320

Attention: Corey Sigle

RE: Joseph P Hollister Memorial Trust

Dear Mr. Sigle:

Enclosed please find a Release and Consent. Also enclosed is a statement showing the balance of the trust fund (\$6,432.40).

The Athletic Department is entitled to one-half of the income from the Trust which was somewhere around \$100.00 last year and \$17.00 this year. Eventually the cost of maintaining the Trust will result in no payments to the Athletic Department at all.

The Creator of the Trust and the Trustee feel it would be better to terminate the Trust and divide the entire amount between the Athletic Department and the other beneficiary.

In order to do that, I will need the Release and Consent signed by the proper school authority. Once all the documentation is back from all parties, you will receive one-half of the balance of the Trust.

If you have any questions, please do not hesitate to call.

Sincerely yours,

Jerry L. Johnson

JLJ/aj
Enclosures

CONSENT

COATESVILLE AREA SCHOOL DISTRICT ATHLETIC DEPARTMENT, a Beneficiary of the Joseph P. Hollister Memorial Trust created under a Deed of Trust dated October 25, 1991 and amended April 20, 1993, do hereby consent to the termination of the Trust due to the limited trust corpus (approximately \$6,000.00) and request that the Trust terminate and the balance of the trust fund, plus any accrued interest, be equally divided between the beneficiaries, Coatesville Area School District Athletic Department and the Brandywine Y.M.C.A. and acknowledge that this Consent can be used as an Exhibit on a Petition to Terminate filed in the Orphans' Court of Chester County, if necessary.

COATESVILLE AREA SCHOOL
DISTRICT ATHLETIC DEPARTMENT

By: _____

Date

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, **COATESVILLE AREA SCHOOL DISTRICT ATHLETIC DEPARTMENT**, Beneficiary of the Joseph B. Hollister Memorial Trust, intending to be legally bound hereby, covenants and agrees that it does hereby remise, release, and forever discharge **DNB FIRST, N.A.**, its successors and assigns of and from any and all manner of, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands whatsoever in law or equity, including but not limited to its management of a certain trust fund known as **JOSEPH B. HOLLISTER MEMORIAL TRUST**, from the inception of the Trust to its conclusion, which against the said **COATESVILLE AREA SCHOOL DISTRICT ATHLETIC DEPARTMENT** ever had, now have, or which its successors or assigns, or any of them, hereafter can, shall, or may have, for, or by reason of any cause, matter, or thing whatsoever, from the beginning of the world to the date of these presents, and direct that **DNB FIRST, N.A.** terminate the Trust without any additional Informal or Formal Accounting and make payment, including all principal and accrued interest, after all fees and expenses have been paid, to **COATESVILLE AREA SCHOOL DISTRICT ATHLETIC DEPARTMENT** to which it is entitled under the terms and provisions of the Trust document. **DNB FIRST, N.A.** is a successor-in-interest to Downingtown National Bank.

IN WITNESS WHEREOF, **COATESVILLE AREA SCHOOL DISTRICT ATHLETIC DEPARTMENT**, has hereunto set her hand and seal the _____ day of _____ in the year of our Lord two thousand fourteen.

SIGNED, SEALED, AND DELIVERED
In the presence of

**COATESVILLE AREA SCHOOL
DISTRICT ATHLETIC DEPARTMENT**

By: _____

RON KABONICK

610-466-2467

JOSEPH B. HOLLISTER MEMORIAL TRUST TRUST AGREEMENT

This Trust Agreement made this 25 day of October, 1991, by and between Nancy Hollister of 214 Overlook Drive, Coatesville, Pa. 19320, (hereinafter referred to as "Settlor"); and Downingtown National Bank of Downingtown, Chester County, Pennsylvania, Trustee (hereinafter referred to as "Trustee").

1. The name of the trust shall be "Joseph B. Hollister Memorial Trust".

2. Purpose of the Trust. The purpose of this Trust is to apply the income from the trust as follows:

A. One half (1/2) of the annual income shall be used annually to finance, or aid in financing, the sports camps organized and sponsored by the Coatesville Area School District Athletic Department.

-Cecilia Siple
383-7900

The district's Athletic Director will submit his request to the Settlor or her designated representative and the Trustee for allocation of funds on or about March 1 of each year.

B. One half (1/2) of the annual income shall be used annually to finance, or aid in financing, the summer camps organized and sponsored by the Brandywine Y.M.C.A.

CHRISTOPHER KANE
610-380-9622

The Y.M.C.A.'s executive director shall submit his request to the Settlor or her designated representative and the Trustee for allocation of funds on or about March 1 of each year.

C. Principal of the trust shall not be spent, all expenses of the Trust are to be paid from the income.

D. Program selection shall be made without regard to race, creed, color, sex or national origin.

E. In the event that a program selection is not made for a current year, income may accumulate for later years, or it may be added to principal.

F. In the event that the recipient or any of them is unable to maintain their standards, the Settlor and or the Trustee can choose to discontinue the annual allocation of income.

3. TRUST FUND: The property to constitute this Trust Fund shall be an initial deposit of \$1,955.73 Dollars

295 Huntley Rd
Punxsutawney, Pa 16242

which the Settlor shall deposit with the Trustee and the Settlor or anyone else, may from time to time hereafter transfer to the Trustee any cash, stock certificates, securities or other property and assets as they deem appropriate and such assets transferred to the Trustee held by them in trust are to be disposed of under the terms and conditions of this Trust Agreement.

4. The Trustee is to make payments under this Trust Fund directly to the institution and for the direct purpose of the designated camps.

5. It is anticipated that this Trust Agreement shall be submitted to the Internal Revenue Service of issuance of an exemption letter regarding its status as an organization exempt from taxes under Section 501 (c) (3) of the Internal Revenue Code, as amended. In the event the Internal Revenue Service refuses to issue such exemption letter and the Trust Agreement is incapable of being modified consistent with its above stated purposes and with the approval of the Settlers, to the extent necessary to obtain such exemption letter, then all contributions previously made shall be returned to the donors thereof, free and clear of all Trusts.

6. In order to carry out the purposes of this Trust Agreement, Trustee, in addition to all other powers granted by law, shall have the following powers and discretion:

a. To continue to hold any and all property received by the Trustee or subsequently added to the Trust Estate or acquired pursuant to proper authority (if corporate fiduciary, including shares of Trustee's own stock and stock in any corporation controlling, controlled by, or under common control with the Trustee) if and as long as the Trustee, in exercising reasonable prudence, discretion and intelligence, considers that the retention is in the best interest of the Trust.

b. To invest and reinvest in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and stocks, preferred or common, which men of prudence, discretion, and intelligence acquired for their own accounts (if corporate trustee, including any common trust fund administered by the Trustee) without regard to any principal of diversification and without being confined to legal investments.

c. To exercise, respecting securities held in the Trust Estate, all the rights, powers and privileges of an

owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in the instrument relative to investments by the Trustee.

d. To hold securities or other trust property in the name of the Trustee as Trustee under this Trust Agreement or in the Trustee's own name or in the name of a nominee or in such conditions where ownership will pass by delivery.

e. To continue and operate, to sell or to liquidate, as the Trustee deems advisable at the risk of the Trust Estate, any business or all partnership interests received by the Trust Estate and to organize a partnership or corporation for these purposes.

f. To sell for cash or on deferred payments and on such terms and conditions as are deemed appropriate by the Trustee, whether at public or private sale, to exchange, and to convey any property of the Trust Estate.

g. To grant an option involving disposition of a trust asset and to take option for the acquisition of any asset by the Trust Estate.

h. To lease any real or personal property of the Trust Estate for any purpose for terms within or extending beyond the duration of the Trust.

i. To manage, control, improve and repair real and personal property belonging to the Trust Estate.

j. To partition, divide, subdivide, assign, develop and improve any trust property; to make or obtain the vacation of plats and adjust boundaries or to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easements to public use with or without consideration.

k. To make ordinary and extraordinary repairs and alterations in buildings or other trust property, to

demolish any improvements, to raze party walls or buildings, and to erect new party walls or buildings as the Trustee deems advisable.

l. To borrow money for any trust purpose from any person, firm or corporation, including one acting as Trustee hereunder, on the terms and conditions deemed appropriate by the Trustee and to obligate the Trust Estate for repayment; to encumber the Trust Estate or any of its property by mortgage, pledge or otherwise, using whatever procedures to consummate the transaction deemed advisable by the Trustee; to replace, renew, and extend any encumbrance and to pay loans or other obligations of the Trustee Estate deemed advisable by the Trustee.

m. To procure and carry, at the expense of the Trust Estate, insurance of the kinds, forms, and amounts deemed advisable by the Trustee to protect the Trust Estate and the Trustee against any hazard.

n. To commence or defend at the expense of the Trust Estate any litigation affecting the Trust or any property of the Trust Estate deemed advisable by the Trustee.

o. To pay all taxes, assessments, compensation of the Trustee, and all other expenses incurred in the collection, care, administration, and protection of the Trust Estate.

p. To employ any attorney, investment advisor, accountant, broker, tax specialist, or any other agent deemed necessary in the discretion of the Trustee; and to pay from the Trust Estate reasonable compensation for all services performed by any of them.

q. On any partial or final distribution of the Trust Estate, to apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee, and to sell any property deemed necessary by the Trustee to make the distribution.

r. To do all the acts, to take all the proceedings, and to exercise all the rights, powers, and privileges which an absolute owner of the property would have subject always to the discharge of his fiduciary obligations; the enumeration of certain powers in this Trust Agreement shall not limit the general or implied powers of the Trustee; the Trustee shall have all additional powers that may now or hereafter be conferred on it by law or that may be necessary to enable the Trustee to

administer the Trustee in accordance with the provisions of this Trust Agreement, subject to any limitations specified in this Trust Agreement.

7. TERM OF TRUST: The term of this Trust shall be until the death of the Settlor, Nancy Hollister, at which time the entire remaining principal and income, if any, shall be divided equally between the two named charitable uses; provided, however, that should a Court having jurisdiction thereof determine that the original purposes of the Trust cannot be carried out or are impractical of fulfillment and that the termination, partial termination or allowance more nearly approximates the intention of the Settlers, and notice is given to all parties in interest, then upon an appropriate Order of such Court, this Trust shall terminate and the assets of this Trust shall be distributed exclusively to such organization(s) and for such purposes as in the judgment of the Court will best accomplish the general purposes for which this Trust was organized.

8. CONTRIBUTIONS FROM OTHERS: If any person or persons at any time is or are disposed to make gifts or bequests to the Trust, power and authority is hereby conferred upon the Trustee to receive such gifts and bequests and to apply the principal thereof and income therefrom to the purposes of this Trust, under the powers, authorities, and discretions contained in this Trust Agreement; provided, that such gifts or bequests are not made upon any terms or conditions that would conflict with the uses, purposes and provisions of this Trust Agreement and the administration thereof by the Trustee, except that restrictions in such gifts and bequests may be agreed to by the Board of Managers and accepted subject thereto.

9. BOND: No Trustee shall be required to furnish or post any bond for acting in that capacity or as a member of the Board of Managers.

10. LIABILITY OF TRUSTEES: No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any instrument, certificate, or paper, believed by him to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

11. COMPENSATION: The said Trustee shall receive compensation for the performance of its duties in accordance with its standard schedule of fees in effect from time to time during the period over which its services are performed.

IN WITNESS WHEREOF, This Trust Agreement has been signed and sealed by the Settlers and the Trustees as of the day and year first above written.

Nancy K Hollister (SEAL)
Nancy Hollister,

David L Summers (SEAL)
Downingtown National Bank
By: _____
David L. Summers,
Assistant Vice President and
Trust Officer

Board Agenda

Enclosure #5

**LEWIS
BRISBOIS
BISGAARD
& SMITH LLP**
ATTORNEYS AT LAW

1055 Westlakes Drive, Suite 300
Berwyn, Pennsylvania 19312
Telephone: 215.977.4100
Fax: 215.977.4101
www.lewisbrisbois.com

JOHN F. MULLEN
DIRECT DIAL: 215.977.4056
JOHN.MULLEN@LEWISBRISBOIS.COM

July 8, 2014

INTENDED FOR ADDRESSEE(S) ONLY

J. Neil Campbell
President, Board of School Directors
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320

Re: Coatesville Area School District - Engagement Letter

Dear Mr. Campbell:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and C ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and You. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You shall have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless LBBS and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time, and will consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement that we enter into on Your behalf with any such outside person or entity.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claim, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

This Engagement Letter shall not be effective until You have signed it and delivered a retainer in the amount of \$ 0.00. This retainer is not an estimate of the total charges which may be incurred. The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Paragraph 11 ahead.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement.

The case which is the subject of this Engagement Letter may resolve in one of a variety of different ways, including dismissal, settlement, or trial. Trial preparation and the actual trial of a case are the most time consuming part of any litigation engagement. We are likely, therefore, to require an increased retainer before we begin trial preparation. We will determine the amount of the increase in the retainer prior to the trial, based upon an estimate of time and costs that may be involved for trial preparation and trial. Failure to provide the increased retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from the representation as more fully discussed in Paragraph 11 ahead.

9. ATTORNEY LIEN

You hereby grant LBBS a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be in the amount of sums owing to LBBS at the conclusion of services performed plus any costs, attorney's fees, or interest to which LBBS may be entitled. The lien will attach to any recovery You may obtain, whether by arbitration award, judgment, order, settlement or otherwise arising out of or relating to all claims or causes of action that are the subject of the representation under this Agreement. The effect of such a lien is that LBBS may be able to compel payment of fees and costs from any such funds recovered by You even if LBBS has been discharged before the end of the case. As noted in Paragraph 15, You have the right to seek the advice of separate counsel with respect to this Agreement. This right applies to all of the provisions of this Agreement, but is especially important with respect to this paragraph granting the Firm lien rights which may affect Your property rights.

10. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

11. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

12. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 5 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

13. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the Commonwealth of Pennsylvania, subject to its laws, regardless of whether services are actually rendered outside of the Commonwealth. Any dispute arising from this agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The venue for the judicial resolution of such dispute shall be proper only within the Commonwealth of Pennsylvania.

14. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

15. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

16. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

17. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

18. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Lewis Brisbois Bisgaard & Smith LLP as Your counsel with respect to the matter set forth in Schedule A.

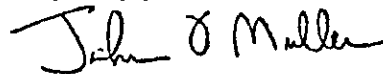
We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By: _____
Name _____
Title: _____
Address: _____
Phone: _____
Fax: _____
E-mail _____

Very truly yours,



John F. Mullen of
LEWIS BRISBOIS BISGAARD & SMITH LLP

JFM:smn

J. Neil Campbell
July 8, 2014
Page 9

SCHEDULE "A":

SCOPE OF REPRESENTATION

Coatesville Area School District

Serve as a Hearing Officer at district administration hearings as applicable.

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Coatesville Area School District

Matter: Coatesville Area School District - Hearing Officer

B. Hourly rates for legal personnel

\$250.00 James E. Prendergast, Esquire

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - \$0.10 per page Outside service-At cost

Board Agenda

Enclosure #6

**MARSHALL DENNEHEY
WARNER COLEMAN & GOGGIN**

ATTORNEYS-AT-LAW WWW.MARSHALLDENNEHEY.COM

A PROFESSIONAL CORPORATION

100 Corporate Center Drive, Suite 201 · Camp Hill, PA 17011
(717) 651-3500 · Fax (717) 651-3707

Direct Dial: 717-651-3503
Email: smodonnell@mdwgc.com

PENNSYLVANIA

Bethlehem
Doylestown
Erie
Harrisburg
King of Prussia
Philadelphia
Pittsburgh
Scranton

NEW JERSEY

Cherry Hill
Roseland

DELAWARE

Wilmington

OHIO

Cincinnati
Cleveland

FLORIDA

Ft. Lauderdale
Jacksonville
Orlando
Tampa

NEW YORK

Long Island
New York City
Westchester

July 3, 2014

VIA LSS ONLY

Ms. Erika Zeigler
Director of Human Resources
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320

Dr. Cathy Taschner
Superintendent
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320

Dear Ms. Zeigler and Dr. Taschner:

Effective January 5, 2005, the Pennsylvania Supreme Court has amended the Rules of Professional Conduct which govern the practice of law in Pennsylvania. Those amendments require us to inform you of certain matters and to obtain your consent.

As you know, we are defending your interests in the above-captioned matter through a referral or assignment from your insurer, which has been responsible, subject to your deductible, for the payment of our legal fees. Subject to the terms and conditions of your policy of insurance and any applicable coverage issues, your insurer is also responsible for indemnification in the case of settlement or an adverse judgment or decision.

In consideration of its obligations, your insurer has requirements, which it imposes on us. It negotiates rates and special terms for reimbursement of costs. It requires periodic reports on the status of the litigation, including evaluations of liability and damages. It may retain the right to approve the use of and expense for experts, the nature and extent of some discovery, some procedural matters during the course of the case, and referral to arbitration or mediation.

Ms. Erika Zeigler and
Dr. Cathy Taschner
July 3, 2014
Page 2

All of these requirements, as well as the fact that payment in this case is coming from the insurer, together with the existence or possibility of other referrals or assignments from that insurer, may suggest that our ability to represent you is materially limited by our obligations to the insurer or by our own interests.

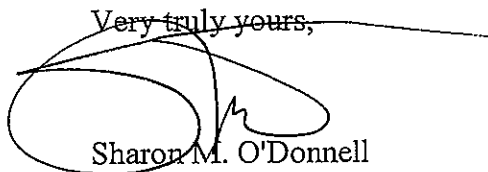
Of course, these issues are not new to us. We have been dealing with these issues since the inception of our firm 50 years ago. After careful reflection, we are completely satisfied that there is no significant risk that our representation of you will be materially limited by our responsibilities to your insurer or by our own interests. In our experience, insurers understand that our obligations to you as our client are primary, and that insurers may not interfere with our ability adequately to represent the interests of our clients.

In order for us to continue with your representation, in addition to our being satisfied that we will be able to provide competent and diligent representation for you, your informed consent to the representation is required.

You may wish to consult with independent counsel to get further advice on this issue. After consideration, please let us know if you do not consent to our continued representation under these circumstances. If we do not hear from you to the contrary, we shall assume that you consent to our continuing representation. Of course, should you have any questions or comments, please feel free to give me a call.

Thank you in advance for your anticipated cooperation and of course, I look forward to working with through to a mutually satisfactory conclusion of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sharon M. O'Donnell", is written over the typed name. The signature is fluid and cursive, with a long horizontal line extending to the right.

Sharon M. O'Donnell

SMO/cem

cc:

Educators' Legal Liability Specialist
School Claims Service

05/1246109.v1

Board Agenda

Enclosure #7



LEVIN LEGAL GROUP

ATTORNEYS AT LAW
Phone 215.938.6378
Fax 215.938.6375

MICHAEL IRA LEVIN
ANNE E. HENDRICKS
ALLISON S. PETERSEN
TAMMY J. SCHMITT
PAUL J. CIANCI, LLM
CRAIG GINSBURG
JULIA A. LEVIN, MA Ed., LLM
HEATHER DURRANT MATEJIK
DAVID W. BROWN
MICHELE MINTZ
RICHARD B. GALTMAN
MICHAEL GREENFIELD

Thursday, July 17, 2014

VIA EMAIL ONLY (kabonickr@coatesville.k12.pa.us)
Ronald Kabonick, Director of Business Administration
Coatesville Area School District
545 East Lincoln Highway
Coatesville, PA 19320

Dear Ron:

This letter will confirm that the Levin Legal Group, P.C., has been assigned by School Claims Services, LLC, (hereinafter referred to as "SCS") to represent the School District (hereinafter referred to as "You" or "Your") in connection with the above-referenced matter. It is this firm's practice to confirm in writing the identity of each client we are assigned to represent the nature of the professional services to be performed on Your behalf, and our billing and payment arrangement with respect to our legal services. This letter is not intended to apply to any other engagements that we may have with You, either as a result of Your direct engagement of our firm or as the result of assignments by any insurance carrier or third party administrator.

With respect to our representation of You in this matter, we may rely upon any request by any "Authorized Representative." For purposes of this engagement letter, "Authorized Representative" means and includes each individual who (i) is expressly designated orally, electronically or in writing or otherwise by You to act on Your behalf with respect to this matter (ii) actually acts on Your behalf with respect to this matter, or (iii) has apparent authority to act for You by course of dealing or otherwise with respect to any services in this matter.

Scope of Representation. With respect to this matter, we will vigorously represent You within ethical and professional standards; and, unless instructed otherwise by You, or by Your insurance carrier as may be applicable, we will take all action that we believe is necessary and reasonably calculated to advance your interests. We will file such pleadings, motions, applications, petitions and appeals as are necessary to advance and/or to protect Your interests, unless instructed otherwise. You agree that we may take such actions.

Deductible and Co-Pays; Charges for our Services. We understand the insurance policy includes a Twenty-Five Thousand Dollars and No Cents (\$25,000.00) deductible and an "80/20" co-payment which is applicable to our fees and expenses. Accordingly, we will bill the deductible in fees and expenses to the You at the same rates charged to the carrier.

Statement of Services. We believe it is important that our clients understand the nature of the work that we have performed and conclude that the price for the services is appropriate. Accordingly, we encourage any questions or comments about our statements. Unless an applicable insurer requires otherwise, our statements for amounts within your deductible will be sent to you and SCS on a monthly basis, and will be payable within thirty (30) days of receipt. While we fully expect that you will pay our statements in accordance with Your insurance policy, we reserve the right to terminate the representation if our statements are not paid properly, subject to instructions from any applicable insurer.

Your Responsibilities. You are responsible for making all relevant records and related information available to us and for the accuracy and completeness of that information. This responsibility includes the establishment and maintenance of adequate records and internal controls, including monitoring ongoing activities, the selection and application of practices and policies, and document retention and retrieval practices. You are responsible for correcting any incorrect information that may have been provided to us.

Litigation Hold. The School District has a duty to preserve and protect any and all paper and electronic records, documents and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to any existing or future litigation once you know or reasonably should know that litigation exists or will be filed. This includes arbitration, administrative proceedings and court proceedings of any nature. Evidence includes paper documents and records and all forms of electronic evidence, including text messaging, IM, emails, social media, etc. The obligation includes keeping and maintaining electronic records and files in their electronic form without change. If the School District fails to keep and safeguard evidence that is or may be relevant or that may lead to relevant evidence, the School District and involved employees and officials may be subject to sanctions, which can be severe. We will provide additional information in a separate correspondence with regard to the Litigation Hold responsibilities that the School District has, but we wanted to get this information to you as soon as possible.

Engagement Administration. As engagement leader in this matter, I will be responsible for supervising the engagement and the work performed by us. You will provide us access to Your personnel, as necessary, to enable us to perform our work. We will ask that Your personnel, to the extent possible, provide the necessary records and data to enable us to do our work. We may have to have meetings or access to records to perform our services properly and the You will provide those items to us.

Auditing standards generally accepted in the United States of America require that we communicate certain matters related to the conduct of our services to your auditors. It is understood that our communication with your auditors is part of the services that we are required to provide. In addition, there are certain matters that might require our disclosure of the information to the board of school directors, such as willful violations of legal requirements that are material; serious difficulties that we encountered in dealing with management related to the

what is stated in this letter and in any applicable insurance policy, the insurance policy's terms and conditions shall control. Nothing in this letter is intended to diminish the rights of any applicable insurance company.

(d) Miscellaneous

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services with respect to the matter assigned by SCS.

If the foregoing is in accordance with Your understanding, please sign the this letter and return it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your attorneys.

Very truly yours,
LEVIN LEGAL GROUP, P.C.

Michael I. Levin

MIL/mil

This letter correctly sets forth the understanding of the Coatesville Area School District

ACCEPTED:

By _____

Title _____

Date _____

Board Agenda

Enclosure #8

**COATESVILLE AREA SCHOOL DISTRICT
SECONDARY DISCIPLINE CODE
2014/2015 School Year**

I. GENERAL DISCIPLINE PROCEDURE

Discipline is the development of intelligent self-control and the means of securing favorable learning conditions within the classroom. In guiding youth toward maturity, a teacher must maintain effective classroom control and should feel a responsibility toward all students at any time during the school day. In addition, parents/guardians and students are integral parts of this process. Parents and students are encouraged to recognize the crucial need to be supportive of all school rules, regulations and punitive actions if necessary.

No one should be permitted to disturb the learning of others. To this end, teachers will handle classroom management related discipline problems and are expected to use all resources of the school district that are available. The teacher should notify the parents of the disruptive pupil. If the student does not respond satisfactorily to the efforts of the teacher to control the situation, the principal or assistant will be asked to render support.

Serious offenses and repeated incidents which disturb the learning of others and take the teacher's time from the class will be handled by the administrator and any serious disciplinary case in the secondary school shall be referred to guidance and other administrative personnel in an effort to resolve the problems.

One or both parents/guardians must come to school for a conference if requested by the principal/designee or teacher. If parents/guardians refuse to come for the conference on behalf of the child, the child may be suspended.

A Student Assistance Program is in each of our secondary schools to assist students, parents, teachers and administration with students "who are at risk." Known as the PRO Team (People Reaching Out Team), it consists of a multi-disciplinary team that includes teachers, administrators, the school nurse and a guidance counselor. This team is trained to understand and work with adolescents involved with chemical use, abuse and dependency. The team's primary role is to identify, refer and

intervene when students are suspended due to chemical substance use, abuse, possession and/or distribution. Parents and students are urged to follow the recommendations of the PRO Team Staff.

The Home and School Visitor provides consultation and follow-up with families regarding the educational, social and emotional needs of students who are experiencing serious personal problems which significantly impede on the students' attendance and progress in school. The role of the Home and School Visitor encompasses efforts to serve as an advocate, liaison, case manager and consultant for students, parents, school staff and community agency personnel. The Home and School Visitor is available to participate in various school conferences, make home visits, initiate phone contacts with parents and agency personnel. The Home and School Visitor can provide information on issues of abuse/neglect, homelessness, compulsory attendance law, policy and procedures, parental involvement, family resource centers, parenting issues, utilization of student assistance programs, community resources, etc.

II. BEHAVIOR VIOLATIONS AND CONSEQUENCES

A. Violation Resulting in Disciplinary Actions and Possible Suspension

The following offenses will result in **DISCIPLINARY ACTION AND POSSIBLE SUSPENSION** if committed on school grounds, during school related activities or on school buses or vehicles, or while otherwise under the jurisdiction of the Coatesville Area School District:

1. Inappropriate Sexual Behavior/Lewd Conduct (Students shall refrain from making unwelcome sexual advances, request for sexual favors, and/or other inappropriate verbal, written or physical conduct of a sexual nature toward other students or school staff members). Any repeat or continuation of the offensive behavior, after being notified, may result in harassment charge being filed. An offense involving Inappropriate Sexual Behavior/Lewd Conduct shall subject the

student to progressive discipline based upon the severity of the offense, ranging from verbal reprimand through expulsion.

2. Third party individuals provoking or instigating a fight
3. Insubordination
4. Using profanity or obscenities
5. Unexcused absence from or lateness to class or school (including cutting classes – 10 minutes or longer and/or advisory)
6. Threatening, harassing, teasing, or intimidating a fellow student (CASD Policy No. 248)
7. Forging names on passes or other school related documents
8. Refusing to serve detention or report to class or the Discipline Office when sent by a teacher
9. Any other action detrimental to the effective operation of the school
10. Gambling and/or paraphernalia
11. Academic cheating or plagiarism
12. Use of Electronic Devices (CASD Policy No. 237).
13. Solicitation of unauthorized merchandise is prohibited without consent of administration. No student has the right to sell or buy cell phones, IPODS or any other electronic device.
14. Interference with the learning of others.
15. Disrespectful speech or action.
16. Bullying and Cyber Bullying (CASD Policy No. 249)
17. Stealing or receiving/possession of stolen property
18. Smoking materials
19. Entering or leaving school buildings or grounds without permission
20. Being in an unauthorized area
21. Violating the Accepted Use of the Internet Policy (CASD Policy No. 815). Depending upon the severity of the violation, students will be subject to disciplinary actions, ranging from after school detention through suspension.

B. Violations Resulting in Mandatory and Automatic Suspension

The following offenses are those for which suspension shall be **Mandatory and Automatic*** if committed on school grounds, during school related activities or on school buses or vehicles:

1. Threatening or intimidating school staff/administrator
2. Extortion, attempted extortion, or robbery
3. Possession or distribution of counterfeit money
4. Smoking
5. Trespassing on any school property or building that students do not have authorization to enter
6. Possession of illegal or dangerous materials (firecrackers, chemicals, bullets, etc.) Possession of pepper mace/gas is not permitted
7. Defacing or destruction of school property (parent/student responsible for cost of repair). Any student found to have been involved in the defacing or destruction of school property will be subject to progressive discipline based upon the severity of the offense, ranging from suspension through expulsion. Act 16 of the 1994, known as the Graffiti Crimes Law, provides for criminal prosecution for the possession of spray paint and indelible marking pens with the intent of defacing school property.
8. Refusing to give name or providing false name, failing to provide identification to teacher, support staff or school police
9. Assaulting fellow students
10. Making terroristic threats with the intent to terrorize others, or committing terroristic acts (CASD Policy No. 218.2). Any student found to have made terroristic threats or committed terroristic acts will be subject to disciplinary actions ranging from suspension through expulsion.
11. Fighting
12. Gang-related activity or symbolism. Any student found to have been involved in gang-related activity or symbolism will be subject to progressive discipline based upon the severity of the offense, ranging from suspension through expulsion.
13. Possession of pornographic materials.
14. Indecent exposure.
15. Unintentional physical contact with school personnel.

***Automatic suspension: Exclusion from class for periods of one (1) to ten (10) days (additional time may be given by School Board action). To be reinstated after such suspension it shall be necessary for one or both parents/guardians of the suspended child to consult with the administrator responsible for discipline.**

C. Offenses Resulting in Mandatory Referral to the Student Discipline Committee of the School Board for Additional Suspension or Possible Expulsion

1. Possession of any weapon, facsimile weapon, or instrument of crime including but not limited to, any bomb, grenade, firearm (example: pistol, machine gun, sawed-off shotgun, etc.), blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument or other implements that could be used for the inflicting of bodily injury.

Act 26, promulgated by the Pennsylvania General Assembly, provides that students found guilty at a proper hearing of being in possession of a weapon shall be expelled from the PA School District for a period of one (1) school year. Such incidents must be reported to the local law enforcement officials.

2. Possession, use, under the influence, intent to distribute, purchase, distribution or sale of any alcoholic beverage or controlled substance (including “look-alikes,” i.e. fake, counterfeit controlled substances, over the counter medications, prescription medications, or “drug paraphernalia, i.e., pipes, rolling papers) (prior to re-enrollment, the expelled student must complete 6 one hour (or it’s equalivant) drug and alcohol educational sessions.

3. Assaulting school personnel

4. Arson or intentional false alarms (fire or bomb threat) (any person who gives false information concerning placement or setting off a bomb or other explosives in a school shall be prosecuted.) Also, any student found guilty of intentionally setting off a false alarm or intentionally discharging a fire extinguisher will be subject to expulsion and prosecution.

5. Multiple/repeated offenses (after violation of administrative probation or other remedies are exhausted)

6. Violation of Student Discipline Committee Behavioral Contract.

7. Confrontations involving any student /school personnel who require medical treatment by a physician and/or hospital, as a result of a fight or an assault.

8. Hazing (CASD Policy No. 247)

D. Other Violations

Depending on the seriousness of the offense, the administration may recommend expulsion or automatic suspension for offenses **not listed herein** (examples include, but not limited to,

charges of conspiracy and/or acting as an accessory). In addition, the district reserves the right to provide an alternative process for educating the student upon their return from an expulsion.

E. Criminal Charges and/or School Charges

The Coatesville Area School District reserves the right to file criminal charges against any student, or non-student, involved in any criminal activity. The District further reserves the right to call upon the appropriate authorities to assist with the investigation of a matter of criminal nature. The District may also file reports of **suspected** criminal violations. Parents/guardians, teachers and staff will be encouraged to personally file criminal charges including but not limited to, assault charges including, but not limited to, assault, theft, harassment, vandalism, etc., whenever deemed appropriate.

PA Act 26 of 1995 mandates that PA school district “shall report the discovery of any weapon prohibited by the Act to local enforcement officials.”

**III. DISCIPLINARY ACTIONS
PERTAINING TO SPECIFIC OFFENSES**

A. Smoking/Smoking Materials

PA Act 145 of 1996, commonly named the school Tobacco Control Act, amends the Pennsylvania Crimes Code, and prohibits students from possessing and/or using tobacco products in school buildings, on school buses, and on school property. Pennsylvania school districts are authorized to prosecute students for violating this state law. Students convicted of violating the School Tobacco Control Act may be fined up to \$50.00 plus court cost.

The Coatesville Area School Board **does not permit** smoking in its buildings or its grounds there is **no reason** for students to have smoking materials in their possession while attending school.

Smoking materials shall include but are not limited to tobacco products (in any form) and tobacco delivery devices; any and all nicotine innovations; nicotine delivery devices (or similar devices) such as electronic smoking/vapor devices, vapor pens, nonprescribed inhalers; and any item which can be used to ignite smoking

materials (e.g., matches, lighters, cigar torches, etc.).

Students found smoking shall be disciplined as follows (in addition to prosecution referred to above):

1. First Offense:

Out of school suspension (grades 6– 12) for one day, confiscation of materials and notification of parent.

2. Second or any Subsequent Offenses:

Suspension for not less than two (2) or more than four (4) school days

Administrators, in assessing the length of suspension, will consider the interval of time between the first and second offense and the circumstances under which the offense occurred.

B. Arson and Intentional False Alarm

A student who is found responsible for intentionally setting a fire in a school shall be immediately referred to the Student Discipline Committee of the School Board for possible expulsion. Any person who gives false information concerning the placement or setting of a bomb or any other explosion in a school shall be prosecuted. Also, a student guilty of intentionally discharging a fire extinguisher or setting of a false alarm will be subject to expulsion and prosecution.

C. Controlled Substance, Alcohol Abuse and Over the Counter Substances

1. The school district reserves the right to call in the police to assist with the investigation of any alleged criminal activities occurring in the school buildings. The district will utilize trained sniff dogs in a continuing effort to provide safe, wholesome, and drug free schools.

2. Any student found to have been involved in the distribution, use, consumption, purchase, possession/possession with intent to distribute alcohol or controlled substance, transportation of any alcoholic beverage/controlled substance, and or under the influence of a controlled substance, anabolic steroids, alcoholic beverages, or mood altering substances, including any prescription medication or inhalants, or any

“over the counter medications,” while under the jurisdiction of the Coatesville Area School District must be referred to the Student Discipline Committee of the Coatesville Area School Board as well as the Student Assistance Program team and shall be suspended from school. Over the counter products include, but not limited to, cough medicines, pain-killers, diet aids, laxatives, and any stimulants. **Controlled substances** are those listed in the schedule I through V of the Controlled Substance Drug, Device & Cosmetic Act, 35 PA 789-101 et. seq. (Examples include: marijuana, cocaine, hashish, etc.)

3. Any student under suspension/expulsion for any controlled substance or alcohol related reason **will not** be permitted to participate/attend school dances, commencement activities, including awards assemblies, prom, baccalaureate or commencement while the suspension/expulsion is in effect.

4. Students who are present during an incident of distribution, possession, possession with intent to distribute and/or use of controlled substance or alcoholic beverage are **urged to immediately** separate themselves from any individual(s) who is involved.

5. Students found by the Student Discipline Committee of the School Board to have violated the **Controlled Substance, Alcohol Abuse and Over the Counter Substance** section of the Discipline Code are to be disciplined as follows:

a. First Offense:

Use, possession, consumption, purchase, or under the influence(CASD Policy No. 227) Additional suspension or expulsion up to thirty (30) school days.

Intent to distribute, distribution, or sale Expulsion up to forty-five (45) school days.

b. Any subsequent offense of a Controlled Substance, Alcohol Abuse and/or Over the Counter Substances:

Possession, use, consumption, purchase, being under the influence, intent to distribute, distribution or sale may result in a **expulsion up to one hundred eighty (180) school days**. NOTE: Definitions are intended to

be consistent with the PA Criminal Code (18 PA C.S.A. S101, et.seq.)

6. In addition to actions taken by the School Board, students involved in **controlled substance violations will be referred** to the appropriate Police Department and Student Assistance Program. The Student Assistance Liaison (PRO TEAM) will determine student need for additional services (i.e. screening) and submit recommendation to the Student Discipline Committee of the Coatesville Area School Board.

7. A student who is suspended or expelled for any type of controlled substance, alcohol abuse and/or over the counter substance violations (1st Offense) will be required to attend 6 one hour (or its equivalent) drug and alcohol educational sessions at a site to be determined by the Student Discipline Committee within 30 school days of formal hearing. The sessions will be held after school hours. If the student does not successfully complete the required hours, he/she may be referred back to the Student Discipline Committee.

D. The use of anabolic steroids by students is prohibited, except for a valid medical purpose. For students involved in school related athletics, discipline for violations of this policy shall include the following:

1. First violation, suspension from school athletics for the remainder of the season
2. Second violation, suspension from school athletics for the remainder of the season and for the following season
3. Third violation, permanent suspension from school athletics

No student shall be eligible to resume participation in school athletics unless there has been a medical determination that no evidence of steroid use exists and the student has been referred to an appropriate counseling rehabilitative agency.

E. Use of Electronic Devices
(CASD Policy No. 237)

1. The Board permits the use of electronic devices by students during non-instructional time in the following approved areas of the school building:

- a) Transition Between Classes
- b) Cafeteria
- c) Library
- d) During Class When Used as an Appropriate Instructional Tool with Approval from the Classroom Teacher
- e) Buses
- f) Extra-curricular Activities
- g) Other reasons determined appropriate by the building principal

2. Restrictions on Use of Personal Electronic Devices:

The administration shall possess the right to regulate the use of electronic devices when improperly used during school and extracurricular hours. Electronic devices are subject to the following restrictions:

- a) Electronic devices may not be used to conduct any activities which violate state and/or federal law, board policy or school rules.
- b) Electronic devices may not be used in any manner which interferes with, or is disruptive to, educational or extracurricular activities or events.
- c) Taking photos or recording videos is strictly prohibited.
- d) Students will not use their electronic devices to make voice and/or video phone calls. With permission from the teacher or administrator, any student needing to make a phone call may use the main office telephone.
- e) Students will not use their electronic devices for taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting and e-mailing.

3. Students found by the administration to have violated the Electronic Device section of the Discipline Code are to be disciplined as follows:

1st Offense -- Warning. Electronic device will be confiscated and returned to the student at a time determined by the building administrator in the main office.

2nd Offense -- After school detention. Electronic device will be confiscated and returned to the student at a time determined by the building administrator in the main office.

3rd Offense -- One Secondary Saturday Program session. Electronic device will be confiscated and returned to the student's parent/guardian at a time determined by the administrator in the main office.

4th Offense -- Obligation fee of \$15.00. Electronic device will be confiscated and returned to the student's parent/guardian at a time determined by the administrator in the main office.

* Additional offenses will result in elevated consequences

** Depending upon the severity of the offence, the school administrator has the right to retain the electronic device for any length of time.

The district shall not be liable for the loss, damage, theft or misuse of any electronic device. The district also shall not be responsible for any accidents or injuries to a student or any other person or persons as a result of that student's negligent, wanton or willful misuse or acts in violation of the student conduct code of any electronic devices.

The Board prohibits the possession of laser pointers and attachments.

F. Unlawful Harassment (CASD Policy No. 248) in any form will not be tolerated.

G. Repeated or Multiple Violations

REPEATED OR MULTIPLE VIOLATIONS OF SCHOOL REGULATIONS AND FLAGRANT INTERFERENCE WITH THE LEARNING OF OTHERS WILL RESULT

IN REFERRALS TO THE STUDENT DISCIPLINE COMMITTEE OF THE SCHOOL BOARD FOR POSSIBLE EXPULSION, REFERRAL TO THE PROPER JUVENILE AUTHORITIES AND/OR EXCLUSION FROM EXTRA-CURRICULAR ACTIVITIES AS DEEMED BY BUILDING ADMINISTRATOR.

H. Gang-Related Activity or Symbolism

1. Students are prohibited from involvement in any gang-related activity or symbolism on school property, in school vehicles or at school-related activities. Such activities may include, but are not limited to:
 - a. The use of hand signals, graffiti or the presence of any apparel, jewelry, accessory or manner of grooming which, by virtue of its color, arrangement, trademark, symbol or any other attribute which indicates or implies membership in/or affiliation with a gang, present a clear and present danger to the school environment.
 - b. Gang initiations, hazing, intimidation and/or related activities of such gang affiliations.
 - c. The wearing, carrying or displaying of gang paraphernalia, or exhibiting behaviors or gestures which symbolize gang membership or causing and/or participating in activities which intimidate or affect the attendance of another student.
 - d. Gang-related violence.

I. UNIFORM DRESS CODE

All middle schools will have the uniform dress code. Students are expected to wear black or tan bottoms (no jeans) and polo tops (collared shirt) of red, white, or black or a combination thereof.

Failure to comply with the dress code will result in the following progressive disciplinary action being taken:

First Offense: Student's Parent Contacted

Second Offense: Detention with Mandatory Parent Conference

Third Offense: 2 Day Suspension

Fourth Offense: 5 Day Suspension &
Administrative Review Team
Hearing

IV. BREATH TESTING FOR ALCOHOL USE

A test, using an appropriate testing device, may be administered to any student reasonably suspected of being under the influence of alcohol on school grounds, during school related activities or on school buses/vehicles, or while otherwise under the jurisdiction of the Coatesville Area School District.

The testing device will be kept in the Nurse's Office, Building Principal's Office, and/or CASD Department of Public Safety Office and be tested for accuracy on a regular basis. The school nurse and/or building principal or school police will administer the test.

A student **refusing** to take the breath test for alcohol use will be referred to the Student Discipline Committee.

V. Controlled Substance Assessment

Any student reasonably suspected of being under the influence of a controlled substance or over the counter medication must be assessed by the school nurse. A student refusing to participate in the assessment will be referred to the Student Discipline Committee.

VI. VIDEO SURVEILLANCE

The School District may install and use surveillance cameras to record activity in school buildings, on school property and buses. Administration and/or School District Police may use images and recorded information for disciplinary and other appropriate proceedings.

VII. STUDENT SEARCHES AND INTERVIEWS

Schools are a microcosm of society at large; and experience the same characteristics, including criminal activities. The recent proliferation of weapons, drug paraphernalia, contraband, and theft in the nation's schools warrants and justifies actions necessary to combat these to protect all students, staff, the school community, as well as the overall school environment.

Consequently, in order to maintain wholesome and safe learning environment school officials will exercise their right to conduct searches of students and/or their belongings. Searches will be conducted based upon a majority opinion of the US Supreme Court citing "reasonable suspicion" as the grounds by which a decision may be made to conduct a student search. As a guide, examples of student searches are cited herein in the following listings:

A. Examples of Search Devices/Methods including but not limited to:

Magnetometers (metal detectors), sniff dogs, surveillance cameras, and breathalyzers

B. Examples of Searches: Autos, electronic devices, personal (pat down, book bags, and the environment)

C. Locker Searches

School lockers are the property of Coatesville Area School District. Student use of these lockers is a privilege. No item violative of school district regulations or Pennsylvania law may be kept in the lockers at any time. School authorities may search a student's locker and seize any illegal materials. Such materials may be used as evidence against the student in disciplinary proceedings. However, where school authorities have a reasonable suspicion that the locker contains materials that pose a threat to the health, safety and welfare of students in school, student lockers may be searched without prior warning.

(Locker searches are conducted in accordance with CASD Policy No. 226, adopted 1996).

D. Interview

In addition, it must be recognized that it may become necessary to question students during an alleged criminal incident.

NOTE:

School officials, police, and protective service agents will make every effort to contact parents when searches or interrogation are conducted, however, this decision will be based upon the urgency and immediacy of circumstances. Consideration will be given as to the safety or

harm to the student or others when determining the immediacy of calling parents.

VIII. CORRECTIVE MEASURES AND PENALTIES

A. Detention

Administrators or teachers may detain a student before or after school hours for a period of **not less than 30 minutes**. Pupils shall be given **24 hours' notice** of such detention to inform their parents of their whereabouts. In such instances, however, pupils/parents **must make their own arrangements for transportation to their homes. Refusals to serve a detention may result in assignment to Secondary Saturday Program.**

B. Structured Study Center (Extended Detention)

Administrators may detain a student after school hours for a period of not less than 2 hours and 30 minutes. Pupils will be given 24 hours' notice of such extended detention to inform their parents of their whereabouts. In such instances, however, pupils/parents must make their own arrangements for transportation to their homes. Extended detentions will be issued at the discretion of administration and will not replace the offenses listed under mandatory suspension. Refusal to serve an extended detention may result in assignment to Secondary Saturday Program.

C. Secondary Saturday Program

Administrators may assign a student to the Secondary Saturday Program for behavior violations that warrant disciplinary actions or possible suspension. Offenses resulting in a mandatory referral to the Student Discipline Committee will not apply.

The Secondary Saturday Program will be held from 8:00 a.m. to 10:00 a.m. on the High School Campus. Transportation to and from the program is the responsibility of student and/or parent/guardian. Students who arrive late to the building will not be admitted.

Absences without prior administrative approval or appropriate medical documentation may result in the assignment of an additional session or suspension. Documentation must be provided to

building administrator no later than noon on the Monday following the assigned session. If the absence is excused, the student must make up the session on the next scheduled Saturday.

Students who violate Secondary Saturday Program rules will be removed immediately and assigned an out of school suspension.

D. In-School Suspension

1. Students may not participate in school activities while assigned to In-School Suspension.
2. Students assigned to In-School Suspension Classes **must make-up** any days they are absent from those classes.
3. If a student assigned to In-School Suspension Classes is **twice** removed from the class for misconduct, the student may lose the privilege of attending that class for the balance of the school year.
4. Students assigned to In-School Suspension will spend one (1) to nine (9) days in ISS.
5. Students refusing to report to ISS will be assigned OSS and will forfeit their right to make-up work missed.

E. Out of School Suspension

Exclusion from classes for a period of one (1) to ten (10) consecutive school days. (To be reinstated, the same conditions must be met as those following automatic suspension, Section II.B).

F. Administrative Probation and Progressive Discipline

The Building Administrator reserves the right to place students on "Administrative Probation" for frequent and repeated disciplinary code violations. Parental notification will be made by phone and mail when such a decision is determined.

A student placed on "Administrative Probation" faces:

- a. Progressive out of school suspension days for each disciplinary incident he/she is sent to the office for (example: 1, 2, 3, 5, 7, 10 days)
- b. Automatic Student Discipline Committee referral with the initiation of the maximum 10 days out of school suspension penalty.

Removal from “Administrative Probation” may be acquired when the student has consecutively served 45 days of school attendance without disciplinary referrals to the office.

G. Student Discipline Committee Behavioral Contract

Students appearing before the Student Discipline Hearing Committee and found to have committed one or more violations may be placed on probation at the discretion of the committee. Placement of a student on probation serves to provide that student with a second chance to prove his/her commitment to abide by the School District regulations, while avoiding the imposition of expulsion or other severe disciplinary measures. An offense committed by a student will result in a violation of behavioral contract and immediate expulsion.

H. Community Service

The Student Discipline Committee, Principals and Assistant Principals may elect to assign various periods of Community Service as a corrective measure for various infractions.

I. Parking Permits

A parking permit is a privilege that is extended to students based upon qualifications. Only Juniors and Seniors are eligible for permits. All obligations and responsibilities must be cleared before applying for a permit. The building administrator may revoke a parking permit at any time that he/she feels it in the best interest of the school or student. Reasons may include irregular attendance, disruptive behavior, repeated violations of traffic regulations, or other actions in violation of the Codes of Student Conduct.

J. Equivalency Examination/Prohibition

Students excluded from school by action of the School Board will not be permitted to take an

equivalency examination to advance to the next highest grade.

- K. Counseling may be required** for serious incidents, such as sexual harassment or terroristic threats.

L. Expulsion:

Expulsion from school by the Student Discipline Committee of the School Board of Directors for a period exceeding ten (10) consecutive school days.

NOTE: During suspension or expulsion the student is not permitted to be on school property or attend school sponsored activities or functions.

When a suspension exceeds three (3) days the student and parent are entitled to an informal hearing. The purpose of the informal hearing is to enable the student to meet with the appropriate school official to explain the circumstances surrounding the event for which the student is being suspended or show why the student should not be suspended.

In a case involving possible expulsion (i.e., exclusion for more than 10 school days) the student is entitled to a formal hearing which is a fundamental element of due process.

M. Turning Point Program

Referrals to the Turning Point Program may be initiated by the Student Discipline Committee of the School Board, the Superintendent, or building principal with approval of Superintendent.

IX. MAKE UP WORK BY STUDENTS

- A. Students shall be permitted to make up exams and work missed; UNLESS, absences were due to willful and intentional cutting class or school, or other unacceptable reason.**
- B. Make up time for school work necessitated by sick days (regardless of the number of days) and suspension periods for less than five (5) days shall be one day for every day out.**
- C. Upon return to school, a student has five (5) school days in which to make up work missed**

while out of school on a five (5) to ten (10) day suspension.

D. Upon return to school, a student has fifteen (15) school days in which to make up work missed while out of school on a thirty (30) day expulsion.

E. Upon return to school, a student has twenty (20) school days in which to make up work missed while out of school on a forty (40) day or more expulsion.

F. Upon return to school, it is the **responsibility of the student** to contact the teacher(s) for the make-up work. If a teacher is not available during the make-up period, the student should report to his/her guidance counselor for further instructions. NOTE: Teachers are not required to provide schoolwork without authorization by the principal. A student or parent of a student may get work for students who are suspended. Parents may come into the building daily to secure work for students only with the principal's authorization.

However, the previous days' work must be returned before securing additional work.

G. A student will receive a grade of "F" for all work not made up within the required time following a suspension or expulsion, unless there are accepted extenuating circumstances.

H. If a student has been excluded from school when final exams are given, he/she will be permitted to make up the missed final(s) if prior satisfactory arrangements are made with school administration. The burden is on the student to arrange a satisfactory time and date for make-up exams(s). Those students who do not promptly take make-up finals will be given an "F."

Fourth (4th) marking period grades will be assigned by the student's teacher(s) if the student is excluded during that period.

I. Students who have refused to report to ISS will forfeit the above rights.

X. READMITTANCE FOLLOWING EXPULSION

The parent/guardian of any student who has been expelled must appear at a hearing before the

Student Discipline Committee of the School Board and seek formal re-admittance for the student. A written request must be submitted to the Student Discipline Committee at least one (1) month prior to the start of school if the student was expelled for the remainder of the previous year.

XI. HEADCOVERING, CLOTHING, AND EXPENSIVE PERSONAL ITEMS

The wearing of headcoverings by students of either sex, including sweat bands while indoors is prohibited. This includes all interior areas of school building such as classrooms, corridors, auditoriums, offices, etc., during school related events, as well as during the school day. Exceptions will be granted for medical reasons or as part of a religious practice.

In addition, buttons, badges, patches, shirts, jackets, hats or other articles displaying messages referring to alcohol, drugs, sex or a cult are prohibited.

Students violating the dress code will be sent to an administrator. Students will be sent home after parental contact or the parent must bring in a change of clothes. Continued violation of the Student Dress & Grooming Policy will be regarded as insubordination and the student may be suspended.

The Board of School Directors also prohibits clothing attire or regalia; construed to be cult, or gang related (CASD Policy No. 221).

Students are discouraged from bringing expensive personal property i.e., electronic devices to school or wearing expensive clothing or jewelry. The school district cannot be responsible for the loss or theft of any such items.

Principals are authorized to establish standards of dress for special related events, including but not limited to, graduation ceremonies, music concerts, induction ceremonies, award ceremonies, and other school related functions.

XII. STUDENT IDENTIFICATION – CARD/BADGE

Every student must have their photo taken for their identification card each year at a time designated by the Building Principal.

All secondary students must wear or be in possession of their District issued photo identification card anytime they are on school property during normal school hours.

At all other times, while on school property students must be in possession of their district issued photo identification unless engaged in athletic or other extra-curricular activities. Building principals may suspend this requirement with cause.

Students must provide their ID card immediately upon the request of a District /Building Administrator, school police/security officer or properly identified building staff member.

District identification cards are the property of the Coatesville Area school District and must be returned to the District upon request.

The loss or theft of an ID card must be reported to the Building Administrator or the CASD Department of Public Safety immediately. Lost or stolen identification cards will be replaced at a cost of \$5.00

Revised: 5/2014

Board Agenda

Enclosure #9

COUNTY OF CHESTER BOARD OF ASSESSMENT APPEALS

313 W. MARKET STREET, SUITE 4202,- P.O. BOX 2748, WEST CHESTER, PA 19380-0991

610-344-6105
Fax 610-344-5902
www.chesco.org

BETTY JANE MCCARDELL, *Chairperson*
DONALD A. MANCINI
JOSEPH TONER

Mailing Date: May 20, 2014

Redevelopment Authority
Of the City of Coatesville
One City Hall Pl
Coatesville, PA 19320

After reviewing the documentation sent to the Chester County Board of Assessment Appeals regarding the properties located at:

SS Fleetwood St
Coatesville City

Parcel numbers: 1605 00900000; 1605 00900100; 1605 00910000; 1605 00920000; 1605 00930000; 1605 00940000; 1605 00960000; 1605 00970000; 1605 01090000; 1605 01110000; 1605 01120000; 1605 01130000; 1605 01160000.

The appeal for exemption has been granted commencing with the 2014 school tax year.

Exempt: 1605 0090000E	Lot & Dwg	Assessment: 31,450
1605 0090010E	Lot & Dwg	Assessment: 31,420
1605 0091000E	Lot & Dwg	Assessment: 31,670
1605 0092000E	Lot & Dwg	Assessment: 30,640
1605 0093000E	Lot & Dwg	Assessment: 32,200
1605 0094000E	Lot & Dwg	Assessment: 32,520
1605 0096000E	Lot Dwg & Gar	Assessment: 34,200
1605 0097000E	Lot & Apts	Assessment: 31,920
1605 0109000E	Lot & Dwg	Assessment: 27,630
1605 0111000E	Lot & Dwg	Assessment: 28,560
1605 0112000E	Lot & Dwg	Assessment: 33,690
1605 0113000E	Lot & Dwg	Assessment: 48,300
1605 0116000E	Lot Dwg & Gar	Assessment: 47,240

If you have any questions regarding the effective date please contact Susan Zieber in the Assessment Office.

THE BOARD OF ASSESSMENT APPEALS

Setty Jane McCordell

Wayne A. Marciano

Joseph E. Tennant

Justin B. Schuck

Acting Director of Assessment

C:
School

Board Agenda

Enclosure #10

Outdoor Training Facility Proposal

The following proposal is in reference to the outdoor training facility located between the 9/10 Center and the stadium. This facility will be accessible to all student athletes' male and female, wellness and fitness classes, AFJROTC, J.S.M.C, and student marching band members to improve functional strength, muscle strength, endurance, and cardiovascular fitness. Below you will find the rational for the facility in addition to the costs to date, donated items, future proposed plans, and supporting documents to move forward in completing this facility on the high school campus.

Naming

The area, currently referenced as the outdoor training facility will be named by the students at the high school. Administration at the high school will conduct a survey during the opening of school with all students to come up with a proposed name to present to the Superintendent and the Board of School Directors to endorse.

National Guard

MSG. Dan Geyer of the Pennsylvania National Guard will provide \$8,000 to cover costs for the outdoor facility. In addition, portions of these monies will be used to purchase a sign (see attached sample) to be placed within the facility. The distribution of money, design and size of the sign will be at the discretion of the CASD.

Sign cost estimate: 5' x 8' = \$639 + tax *Name of the Field*

5' x 10' = \$744 + tax **Presented by**

Quote provided by
Tame Arte Design Studio (see enclosure)

PA National Guard

A letter of financial commitment will be provided by the PA National Guard once the CASD Board approves the \$8,000 fee for advertising. (*Enclosure forthcoming*)

Football Booster Club

The CASD football booster club has donated new equipment purchased at total price of \$3,445.89 (see attachment). All items have currently been purchased and are being stored under the stadium at this time. Equipment can be used in a variety of ways and locations however the outdoor facility provides the most adequate location for prime utilization.

Tractor tires were donated free of charge by Martin's Tire and Alignment in Narvon, PA.

A letter of financial contribution has been provided by the football booster club regarding the donating of the equipment (*see enclosure*).

Sand, Stone and Delivery Estimates

The following are estimates for the cost of sand, stone and delivery (*quotes enclosed*):

Volleyball USA

- Soft Sand - \$6,157.80 (delivery included)
- Stone - \$ 866.25(Mainline quote)
- Delivery - \$ 585.00(Mainline quote) TOTAL: \$7935.05
- Fabric - \$ 326.00 (Mainline quote)

Mainline Concrete

- Court Sand - \$ 2472.00
- Stone - \$ 866.25
- Delivery - \$ 1,005.00
- Fabric - \$ 326.00 TOTAL: \$4,669.25

Polymer cover for Sand Pit

- 30' x 85' custom size
 - (mil and UV protection varies) TOTAL: \$600

Mulch bed for rope tower

- 12 yards @ \$25/yard delivered TOTAL: \$300

Shed

Installation of a 10'x12' prefabricated shed on the back end of the outdoor facility on the outside of the gate behind the maintenance garage to be installed directly on the existing blacktop surface. The shed will be utilized to store all equipment used on the outdoor facility by all participants and classes. It will protect the equipment from off season weather damage and allow for the area to be maintained in an orderly fashion during peak usage time.

Waterloo Structures

- 10'x12' wood shed - \$1,700
- 10'x12' vinyl shed - \$2,200

Permits

Facilities department will submit sketches to Caln Township for permits on existing work and shed installation. No work or utilization of the outdoor facility will be conducted without proper permits and Board approval.

Costs: \$ _____

Costs to Date

The following is a summary of costs to date on the outdoor facility per our maintenance department:

- Lumber: \$1,600
- Hardware: \$400.00
- Steel beam: \$400.00
- Equipment rental: \$1,000
- Piping: 300.00
- Man Power: \$6,900
 - Work was conducted during the regular work day pulling them from other jobs needing to be accomplished. 230 total hours of man power was utilized over a period of 5 weeks.

Total: \$10, 600

Insurance Premium

Sketches for the outdoor facility will be provided to Willis (CASD insurance carrier) to ensure that facility, students and staff are covered in the event a situation occurs.

Additional costs \$ _____

Cost Summary

1. National Guard contribution:	\$8,000
a. Sand, stone, fabric and delivery costs:	(\$4,669.25)
b. Signage costs (5'x8' or 5'x10')	(\$677.34) or (\$788.64)
2. Football Booster Equipment Contribution	\$3,445.89 (cost of equipment purchased by FB Boosters)
3. Shed (10' x 12' wood or vinyl)	(\$ 1,700) or (\$2,200)
4. Polymer cover for sand pit	(\$600)
5. Mulch bed for rope tower	(\$300)
6. Permits (Caln Township)	(\$_____)
7. Costs to date	(\$10,600)
8. Insurance Premium	(\$_____)

Total cost of project

*\$ (11,157.89) *plus equipment donation*

COATESVILLE AREA SCHOOL DISTRICT

545 East Lincoln Highway
Coatesville, PA 19320

"Excellence in Education"

July 29, 2014

The Coatesville Area School District will charge the Pennsylvania National Guard for advertising on the outdoor facility in the amount of \$8,000. This fee will include the cost for a sign located on site (see sample). The design and location of the advertisement will be at the sole discretion of the Coatesville Area School District.

Sincerely,



Angelo Romaniello Jr., Ed.D
Assistant Superintendent, CASD



103 Bondsville Road, Downingtown, PA 19335
610-269-7518 Milne2@msn.com
www.tamartedesign.com

Quotation & Specifications for Production

07/14/14

Customer: CASD facilities and maintenance

Address Coatesville, PA

Phone/Fax/email

Description of Job: fitness center signage, CASD football. 3mm ACM with vinyl graphics to be determined.

Materials to be used: 2 mil 3M brand vinyl

Estimated delivery: 3 weeks

Estimated Costs: 5' x 10', single sided: \$744.00 ea
5' x 8', single sided: \$639.00 ea

Prices do not include sales tax, shipping or delivery if not specified.

Payment terms: 30 days net

Notes:

Signature _____

-Date: _____

Terms and Conditions

This estimate good for 30 days. All drawings and/or photographs property of Tam Arte Design Studio © 2014.


Unauthorized reproduction, facsimile, or resale from proposed drawings is a violation of applicable laws and will be enforced. Customer is responsible for reviewing all drawings for accuracy. Please note that the price(s) above include two proof pages and one revision page. Any drawings beyond the first revision are subject to a billable rate of \$125.00 per revision. In the event that the quote and/or job has been terminated by listed client after the estimate has been accepted, signed, and drawings submitted, a minimum fee of \$125.00 per hour for time incurred will be issued.

All permits must be supplied by customer unless otherwise noted. All electrical work outside the immediate physical sign must be supplied by customer. Customer responsible for contacting PA OneCall two weeks before installation of sign, unless otherwise specified on estimate. Taxes not included. If tax exempt, please provide tax ID number.

120.00"



**RED RAIDER
FITNESS CENTER**

Presented by **PENNSYLVANIA
NATIONAL 
GUARD**

60.00"

**RED RAIDER
FITNESS CENTER**



Presented by **PENNSYLVANIA
NATIONAL 
GUARD**

60.00"

96.00"

Angelo Romaniello - Fwd: Re: beach sand acquisition

From: Robert Foley
To: Romaniello, Angelo
Date: Thursday, July 17, 2014 5:32 PM
Subject: Fwd: Re: beach sand acquisition

FYI

>>> Dave McNeil <dhmcneil@aol.com> 7/14/2014 4:58 PM >>>

Bob,

Sorry. Yes, this is a delivered price.

Dave McNeil
Volleyball USA

-----Original Message-----

From: Robert Foley <foleyr@coatesville.k12.pa.us>
To: Dave McNeil <dhmcneil@aol.com>
Sent: Mon, Jul 14, 2014 1:12 pm
Subject: Re: beach sand acquisition

Is this price including delivery? If not I am looking for a total cost to give to our School Board for approval ASAP. I left you a voice mail today at 4:05 EST. Thanks!

>>> Dave McNeil <dhmcneil@aol.com> 7/10/2014 11:50 AM >>>

Hi Bob,

I wondered what happened to your project.

I have a great sand coming out of NJ that will cost \$68.42 per ton. I calculate your requirement at 90 tons. The total cost for this soft sand would be \$6,157.80.

If you have any questions please let me know.

Dave McNeil
Sand Specialist
Volleyball USA
425-501-8338

-----Original Message-----

From: Robert Foley <foleyr@coatesville.k12.pa.us>
To: dhmcneil <dhmcneil@aol.com>

Sent: Tue, Jul 8, 2014 11:56 am
Subject: beach sand acquisition

Dave, we spoke last year about purchasing beach and or volleyball sand for a sand based fitness box that we were building here at Coatesville Area School District last year. The project was halted due to budget constraints and is now back on. We estimated that we needed 90 tons of sand (67 yards) at (12" depth x 75' length x 24' width). We are 40 miles west of Philadelphia and have found trucking costs from other vendors to be almost 3 times the cost of the sand. You quoted sand per ton pricing but we never got as far as the actual numbers (delivery and product costs). Can we get the process started again? Let me know.

Thanks,
Bob Foley
CASD Facilities
484-288-2379 desk
610-637-3146 cell



CONCRETE & SUPPLY INC.

610-269-5556 Fax 610-269-5476
1001 Boot Rd. Downingtown, Pa 19335

Customer: Coatesville Area School District
Address: Foundry Rd. & Veterans Dr.
Coatesville, Pa
Job: Fitness Box

Date: July 17, 2014

Material	Quantity	Price	Total
1. # 57 Stone	45 tons	\$19.25 per ton	\$866.25
2. White Bar Sand	96 tons	\$25.75 per ton	\$2472.00
3. Filter fabric 6' x 300'	2 rolls	\$163.00 per roll	\$326.00
Delivery charges	Quantity	Price	Total
1. Concrete Mixer	3 trips	\$195.00 per trip	\$585.00
2. Dump Truck	4 trips	\$105.00 per trip	\$420.00
Total Cost			\$4669.25

Prices are effective until December 31, 2014

Accepted by: _____ Date: _____
(customer authorized agent)

Accepted by: _____ Date: _____
David Aurillo President

Main Line Concrete & Supply Inc. shall not be liable for delay in deliveries resulting from causes beyond our reasonable control. These include but are not limited to: shortage of raw materials, shortage of fuel, acts of government, acts of god, and or unusual weather conditions.

Angelo Romaniello - tarp costs for training center

From: Robert Foley
To: Romaniello, Angelo
Date: Tuesday, July 22, 2014 11:26 AM
Subject: tarp costs for training center

Angelo, I have been pricing tarps. Custom sizes are running between \$300.00 and \$600.00 depending on mil thickness and UV protection levels (size 30'x85'). One vender sells a blue poly tarp for under \$200.00 but may not be the same quality as the custom tarps. I will send you more detail/info later today.



July 21, 2014

Dr. Angelo Romaniello Jr.
 Assistant Superintendent
 Coatesville Area School District
 545 East Lincoln Highway
 Coatesville, PA 19320

RE: Red Raider Training Facility

Dear Dr. Romaniello,

As you know the Coatesville Football Booster Club recently purchased the following pieces of equipment and in-turn donated them to the Coatesville Area School District. The equipment includes the following items:

	<u>ITEM</u>	<u>PURPOSE</u>	<u>COST</u>	<u>ACQUIRED</u>
1	*Tractor Tirers	*Training	No Cost	*Donated by Martin's Tire and Alignment: 119 Waters Street Narvon, PA 17555 (610) 901-3993
2	*Sound System	*Training	*XP 308i (Total: \$529.99)	*Donated and Purchased by Coatesville Football Booster Club
3	*Medicine Balls	*Core Strength and Endurance	*10 items @ \$67.79 per item (Total: \$677.90)	*Donated and Purchased by Coatesville Football

				Booster Club
4	*Resistance Bands	*Flexibility, Speed Training, Rehabilitation	*10 items @ \$79.95 per item (Total: \$799.50)	*Donated and Purchased by Coatesville Football Booster Club
5	*Climbing Ropes	*Military Training/Cross Fit	*5 items @ \$88.41 per item (Total: \$484.17)	*Donated and Purchased by Coatesville Football Booster Club
6	*Power Sled	*Explosion/Acceleration Sport Specific Training	*2 items @ \$79.99 per item (Total: \$194.47)	*Donated and Purchased by Coatesville Football Booster Club
7	*Conditioning Sled	*Strength and Endurance Training	*3 items @ \$199 per item (Total: \$597.00)	*Donated and Purchased by Coatesville Football Booster Club

The total cost of this purchase and donation was \$3445.89.

It is with great pleasure that we have donated this equipment for use by all students and groups of the Coatesville Area School District. It is our understanding as the Executive Board of the Coatesville Football Booster Club that this complex will provide cross training for both female and male student athletes, wellness and fitness students, J.S.M.C., and student marching band members. We are looking forward to seeing the students of our district use this fine facility and equipment for years to come.

Regards,

Executive Board – Coatesville Football Booster Club

President – Donna Kraidman

Vice President – Heidi Evans

Secretary – Melea Hillard

Sargent at Arms – Lisa Lentz

Treasurer – Robert Tompkins



Coatesville Red Raider Outdoor Training Facility

Introduction: The addition of an outdoor training facility will greatly enhance the already outstanding facilities on the Coatesville Area Senior High School Campus. It will be a state of the art, one of a kind facility. This complex will provide cross training for both female and male student athletes, wellness and fitness students, J.S.M.C., and student marching band members. It will unequivocally improve functional strength, muscle strength, endurance, and cardiovascular fitness. The facility will also provide a place for our sports medicine staff to rehabilitate injured athletes. Above all, this training center will provide us with the means to assist in the fight against childhood and adolescent obesity which has more than doubled in children and quadrupled in adolescents in the past 30 years.

Itemized List of Equipment Needed to Complete the Facility

<u>ITEM</u>	<u>PURPOSE</u>	<u>COST</u>	<u>ACQUIRED</u>	<u>Notes</u>
1 *Tractor Tirers	*Training	No Cost	*Donated by Martin's Tire and Alignment: 119 Waters Street Narvon, PA 17555 (610) 901-3993	
2 *Sound System	*Training	*XP 308i (Total: \$529.99)	*Donated and Purchased by Coatesville Football Booster Club	
3 *Medicine Balls	*Core Strength and Endurance	*10 items @ \$67.79 per item (Total: \$677.90)	*Donated and Purchased by Coatesville Football Booster Club	
4 *Resistance Bands	*Flexibility, Speed Training, Rehabilitation	*10 items @ \$79.95 per item (Total: \$799.50)	*Donated and Purchased by Coatesville Football Booster Club	
5 *Climbing Ropes	*Military Training/Cross Fit	*5 items @ \$88.41 per item (Total: \$484.17)	*Donated and Purchased by Coatesville Football Booster Club	
6 *Power Sled	*Explosion/Acceleration Sport Specific Training	*2 items @ \$79.99 per item (Total: \$194.47)	*Donated and Purchased by Coatesville Football Booster Club	
7 *Conditioning Sled	*Strength and Endurance Training	*3 items @ \$199 per item (Total: \$597.00)	*Donated and Purchased by Coatesville Football Booster Club	
Total Cost of Donations:			Remaining Cost:	
\$3,445.89				

Coatesville Football Booster Club:
 President: Donna Kraidman
 Vice President: Heidi Evans
 Secretary: Melea Hillard
 Sargent Of Arms: Lisa Lentz
 Treasurer: Rob Tompkins

Cross Fit construction costs to date:

Lumber \$ 1600.00

Hardware \$400.00

Steel beam \$ 400.00

Equipment rental \$ 1000.00

Piping \$ 300.00

Manpower (although our staff was already being paid their time on the job kept them from doing other work) 5 weeks (4-10 hr days) 230 total hours at \$30.00 per hour totals \$6900.00

Total to date: \$10, 600.00

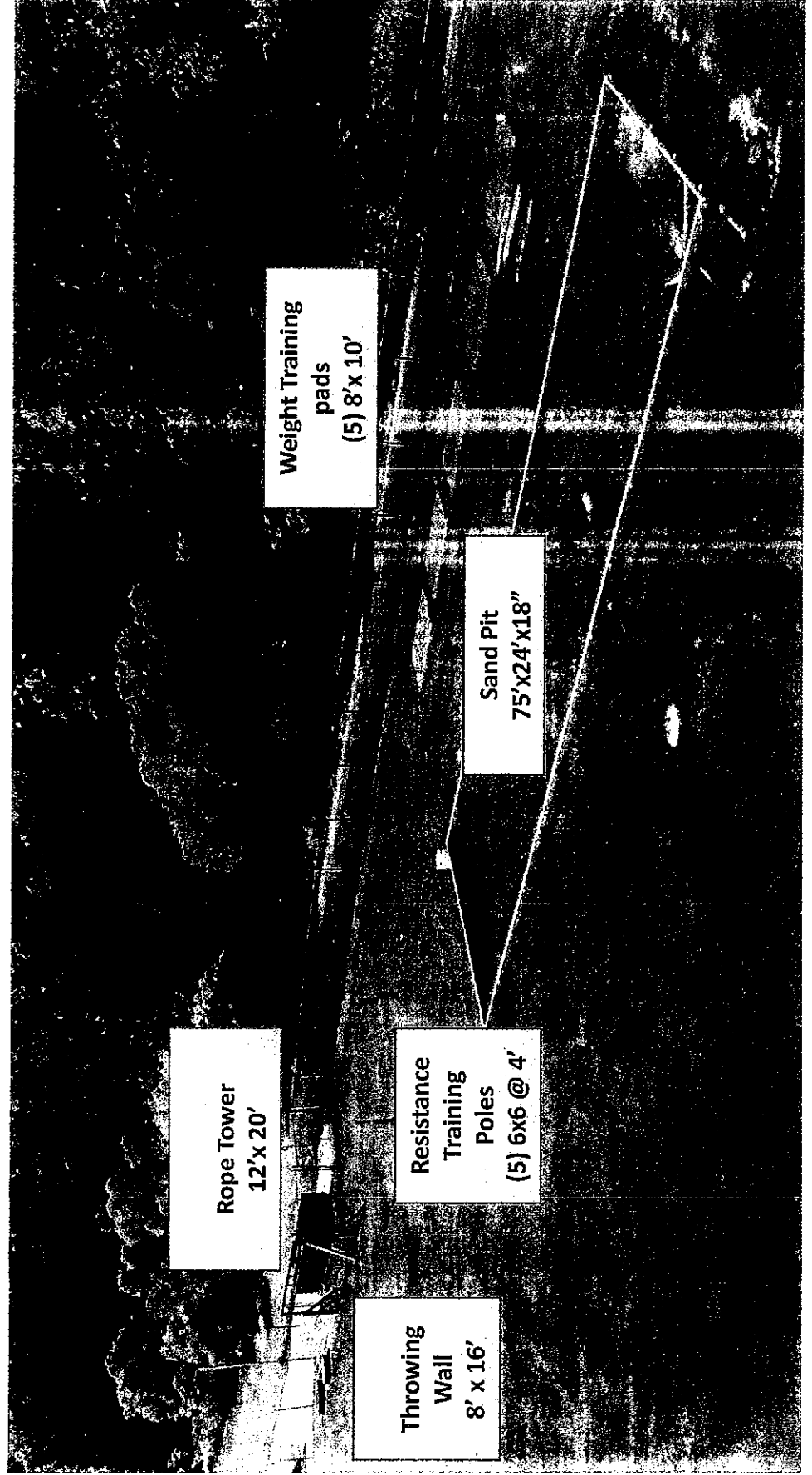
3445.89
equipment
costs
to date

Outdoor Facility Proposal

official name TBD by CASD HS Students

July 29, 2014

Outdoor Facility



Rope Tower
12' x 20'

Resistance
Training
Poles
(5) 6x6 @ 4'

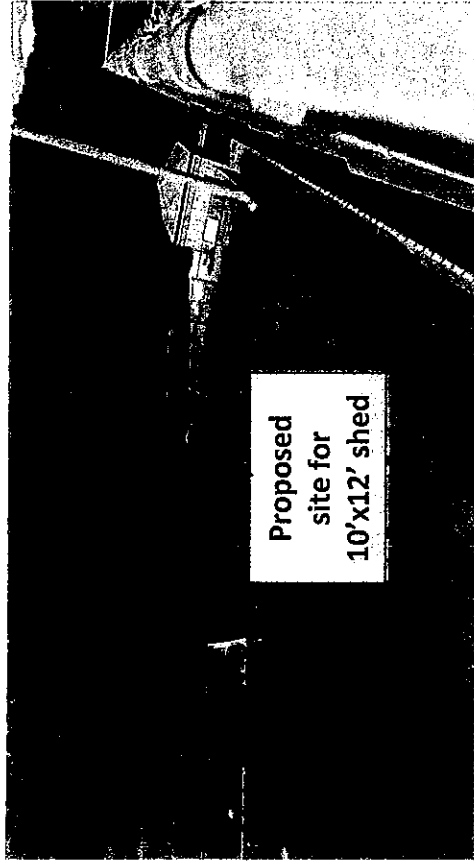
Weight Training
pads
(5) 8' x 10'

Sand Pit
75' x 24' x 18"

Throwing
Wall
8' x 16'

Outdoor facility

Proposed site for 10' x 12' shed



Sample Sign

120.00'



Cost Summary

Item	Estimate	Estimate	Total
Caln Township Permits	\$	N/A	\$
Insurance Premium	\$	N/A	\$
Sand & Delivery	Volleyball USA \$6,157.80	Mainline Concrete \$2,472.00	\$2,472.00
Stone, Fabric & Delivery	N/A	\$2197.25	\$2197.25
Shed 10'x12'	Waterloo Structures \$1,700 Wood	Waterloo Structure \$2,200 vinyl	\$2,200
Costs to Date	N/A	N/A	\$10,600
Polymer Cover Sand Pit			\$600
Mulch bed for rope tower			\$300
Signage Cost	Tame Art Design Studio \$677.34 (5'x8')	Tame Art Design Studio \$788.64 (5'x10')	\$788.64
Cost of Project			\$19,157.89
National Guard Contribution			\$8,000
Total Cost of Project			\$11,157.89
CASD Football Booster Club Equipment contribution			\$3,445.89

Board Agenda

Enclosure #11

Outdoor Training Facility Proposal

The following proposal is in reference to the outdoor training facility located between the 9/10 Center and the stadium. This facility will be accessible to all student athletes' male and female, wellness and fitness classes, AFJROTC, J.S.M.C, and student marching band members to improve functional strength, muscle strength, endurance, and cardiovascular fitness. Below you will find the rationale for the facility in addition to the costs to date, donated items, future proposed plans, and supporting documents to move forward in completing this facility on the high school campus.

Naming

The area, currently referenced as the outdoor training facility will be named by the students at the high school. Administration at the high school will conduct a survey during the opening of school with all students to come up with a proposed name to present to the Superintendent and the Board of School Directors to endorse.

National Guard

MSG. Dan Geyer of the Pennsylvania National Guard will provide \$8,000 to cover costs for the outdoor facility. In addition, portions of these monies will be used to purchase a sign (see attached sample) to be placed within the facility. The distribution of money, design and size of the sign will be at the discretion of the CASD

Sign cost estimate: 5' x 8' = \$639 + tax *Name of the Field*

5' x 10' = \$744 + tax **Presented by**

Quote provided by

PA National Guard

Tame Arte Design Studio (see enclosure)

A letter of financial commitment will be provided by the PA National Guard once the CASD Board approves the \$8,000 fee for advertising. (*Enclosure forthcoming*)

Football Booster Club

The CASD football booster club has donated new equipment purchased at total price of \$3,445.89 (see attachment). All items have currently been purchased and are being stored under the stadium at this time. Equipment can be used in a variety of ways and locations however the outdoor facility provides the most adequate location for prime utilization.

Tractor tires were donated free of charge by Martin's Tire and Alignment in Narvon, PA.

A letter of financial contribution has been provided by the football booster club regarding the donating of the equipment (*see enclosure*).

Cost Summary

Item	Estimate	Estimate	Total
Caln Township Permits	\$	N/A	\$
Insurance Premium	\$	N/A	\$
Sand & Delivery	Volleyball USA \$6,157.80	Mainline Concrete \$2,472.00	\$2,472.00
Stone, Fabric & Delivery	N/A	\$2197.25	\$2197.25
Shed 10'x12'	Waterloo Structures \$1,700 Wood	Waterloo Structure \$2,200 vinyl	\$2,200
Costs to Date	N/A	N/A	\$10,600
Polymer Cover Sand Pit			\$600
Mulch bed for rope tower			\$300
Signage Cost	Tame Art Design Studio \$677.34 (5'x8')	Tame Art Design Studio \$788.64 (5'x10')	\$788.64
Cost of Project			\$19,157.89
National Guard Contribution			\$8,000
Total Cost of Project			\$11,157.89
CASD Football Booster Club Equipment contribution			\$3,445.89

Board Agenda

Enclosure #12

**MEMORANDUM OF AGREEMENT
BETWEEN
COATESVILLE SCHOOL DISTRICT
AND
THE MID-ATLANTIC DAIRY ASSOCIATION, INC.**

This Memorandum of Agreement ("the Agreement") is entered into between the Coatesville Board of Education ("School District") whose administrative offices are located at 545 East Lincoln Highway Coatesville, PA 19320 and the Mid-Atlantic Dairy Association ("MDA"), located at 325 Chestnut Street, Suite 600, Philadelphia, PA 19106.

WHEREAS, milk consumption among children is 120 million pounds per year less than it was 10 years ago, and 77% of children ages 9 – 19 do not meet the recommended daily intake of three servings a day;

WHEREAS, the School Milk Pilot test conducted by the National Dairy Council and supported by the School Nutrition Association, showed that when milk is served in plastic bottles, in multiple flavors, cold and attractively merchandized, children will drink more milk, more often; and

WHEREAS, MDA wishes to support School District's efforts to increase consumption of milk in schools;

NOW, THEREFORE, for good and valuable consideration, the parties hereby covenant and agree as follows:

I. PROJECT AND GRANT:

- A. Grant and Project Description. MDA will provide a monetary grant in the amount of (not to exceed) \$14,400 to Coatesville School District to support School District's activities in continually promoting 8-ounce bottled milk on the main meal line and ala carte for a period of 5 years. Funding shall be used toward the purchase of new milk cooler equipment, Point of Service Programs, signage packages, or other pre-approved investments, provided School District complies with the terms of this Agreement and the Proposal Letter (Attachment A), which is hereby incorporated by reference into this Agreement.
- i. MDA will extend other grant opportunities to School District not to exceed \$----- for recycling containers, recycling storage units or other recycling items.
 - ii. MDA will extend other opportunities to School District including a grant not to exceed \$----- toward the purchase of dairy/full service/point of service vending machines for secondary schools

iii. MDA will extend other opportunities to School District not to exceed \$----- toward the purchase of expanding breakfast program equipment; including "Grab n Go" insulated cooler bags, food service breakfast carts, transport units or other equipment pertinent to breakfast expansion and promotion

B. Payment Schedule and Conditions. The grant shall be paid to School District upon the provision to and acceptance by MDA of the following:

- (i) A report detailing School District's plan to implement enhanced milk programs for all schools in the district using the grant money to be provided by MDA;
- (ii) Documentation that School District has purchased new milk cooler equipment for schools in the district and is actually utilizing the equipment for dairy products;
- (iii) Documentation that School District has purchased recycling containers or recycling storage units, which are being used only for recycling-related projects for all schools in the district, and that School District has entered into agreement for the removal of recycled plastic from all schools in the district, and that such removal is occurring;

For all payments, MDA shall determine in its sole discretion whether School District has provided adequate documentation to meet the criteria above, and payment will not be made unless and until such determination is made. Such determination may be confirmed by, and School District hereby grants authority to MDA to conduct, on-site audits.

For all payments, should School District engage in some but not all of the above-stated activities or meet only certain of the above-stated criteria, MDA may reduce the total grant amount accordingly and instead provide partial grant or reimbursement amounts referenced in the Proposal Letter for each activity referenced and criteria met.

C. Term. This Agreement shall begin as of June 24, 2014 and end automatically on June 24, 2020.

D. Reports and Documentation. Prior to payment of the grant, School District agrees to furnish MDA with an initial written report detailing School District's plan to implement enhanced milk programs for all schools in the district using the grant money provided hereunder. School District shall also furnish MDA, upon

termination of the Agreement, with a final report summarizing all activities, the results accomplished, and conclusions resulting there from.

II. AUDIT PROVISIONS:

School District agrees to maintain adequate records itemizing the receipt and expenditure of all MDA funds contributed under this Agreement. School District agrees that during the term of this Agreement and for a period of one (1) year after its termination, representatives of MDA may examine School District's records itemizing the receipt and expenditure of MDA funds to the extent reasonably necessary to confirm compliance with the terms of this Agreement.

School District agrees to include in all subcontracts hereunder a provision which authorizes representatives of MDA to have, during the period of each subcontract and for one (1) year after termination thereof, the same rights of access to records as stated in (A) above, applied to records of subcontractor. The term "subcontract" as used herein excludes (1) subcontracts under \$2,500.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

III. INDEPENDENT CONTRACTOR

School District's relationship to MDA in the performance of this Agreement is that of an Independent Contractor. The personnel performing the services under this Agreement shall at all times, as between School District and MDA, be under School District's exclusive direction and control and shall be employees or subcontractors of School District's and not employees of MDA.

IV. OFFER AND ACCEPTANCE

This written Agreement contains the entire and only agreement between the parties hereto in respect to the subject matter hereof and supersedes and cancels all other previous agreements, negotiations, commitments and writings in respect of such subject matter. No other representation, promise, guarantee or condition, or other rights or duties not expressly set forth herein are binding upon either party to this Agreement. This Agreement shall not be valid or binding, nor shall it constitute an offer or acceptance by School District, unless and until executed by both MDA and School District in the spaces provided therefore below.

V. TERMINATION

- A. Failure on the part of School District to comply with the terms of this Agreement shall constitute a failure of performance entitling MDA to terminate this Agreement upon thirty (30) days notice. Should School District not cure such breach or non-performance, MDA may terminate this Agreement at the end of such thirty (30) day notice period. Notice of such termination must be sent by certified mail from MDA to School District.

- B. Should School District not be able to perform pursuant to this Agreement for an extended period of time due to circumstances beyond School District's reasonable control, MDA shall have the right to terminate this Agreement immediately.

VI. INDEMNIFICATION

- A. School District agrees to indemnify and hold harmless MDA, and its affiliates, members, officers, directors, agents and employees against all losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, Losses), resulting from all claims, proceedings, investigations or actions (collectively, Claims) arising out of or in connection with School District's obligations and activities under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
- B. MDA agrees to indemnify and hold harmless School District, and its affiliates, members, officers, directors, agents and employees against all losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, Losses), resulting from all claims, proceedings, investigations or actions (collectively, Claims) arising out of or in connection with MDA's obligations and activities under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

VII. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. School District consents and submits to the personal jurisdiction of any federal or local court in the Commonwealth of Pennsylvania and agrees to accept service by mail.

VIII. WAIVER

If a party directly or indirectly waives any provision of this Agreement or any breach by the other party, the party's waiver is not a continuing waiver of the provision or a waiver of any other provision or breach.

IX. SEVERABILITY

If any term or provision of this Agreement is declared void or contrary to law, the term or provision may be severed from this Agreement to the extent necessary to meet the requirements of law. The remainder of the Agreement will remain in effect as if the severed term or provision had not been included.

X. NOTICES

The parties may deliver notices required by this Agreement personally, by facsimile, overnight courier or first-class mail to the addresses set forth above or to another address a party designates in writing.

XI. ASSIGNMENT

Neither party shall be authorized to assign its rights nor obligations under this Agreement to another party without the written approval of the other party hereto. Such approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Coatesville School District and the Mid-Atlantic Dairy Association, Inc. have caused this Agreement to be executed in their respective names by their respective corporate officers thereunto duly authorized the day and year first written below:

APPROVED:

COATESVILLE SCHOOL DISTRICT:

Signature: _____

Date: _____

Name (printed): _____

Title: _____

MID-ATLANTIC DAIRY ASSOCIATION, INC.:

Signature: _____

Date: _____

Name (printed): Crystal Oliveri

Title: Senior School Marketing Project Manager

Board Agenda

Enclosure #13

Coatesville Area School District

2014 - 2015 School Calendar

Jul-14						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug-14						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sep-14						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

31 Student S = 4
Teacher T = 9

S = 21
T = 21

Oct-14						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S = 23
T = 23

Nov-14						
S	M	T	W	T	F	S
						1
2	3		5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S = 15
K-12 Parent conferences T = 16

Dec-14						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S = 15
Keystone wave 1 T = 15

Jan-15						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Keystone wave 2 S = 19
T = 19

Feb-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

S = 19
T = 19

Mar-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S = 22
T = 22

Apr-15						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		









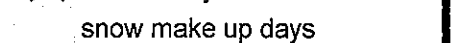
S = 18
T = 19
1st snow day make up

May-15						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S = 18
T = 19
Keystone Spring

Jun-15						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

S = 5
T = 6

 1st student day	 Act 80 Day	 12 Grade Graduation Ceremony
 Last student day	 Early Dismissal K - 12	 Elementary Trimester
 School Closed	 Teacher In-Service No School for students	 snow make up days

Coatesville Area School District 2014 - 2015 School Calendar

August 18 - 22, 2014	All Teacher Induction
August 25, 2014	First Student Day
August 29 - September 1, 2014	Labor Day Recess NO SCHOOL FOR STUDENTS/STAFF
September 17, 2014	Early Dismissal K -12 / Teacher In- Service (MS 7:25 - 11:26 /HS 7:15am - 11:16am & Elementary 8:40am-11:40am / 9:15am - 12:15pm)
October 8, 2014	Early Dismissal K -12 / Teacher In- Service (MS 7:25 - 11:26 /HS 7:15am - 11:16am & Elementary 8:40am-11:40am / 9:15am - 12:15pm)
October 28, 2014	End of 1st MP Secondary (<i>secondary grades 11/5; 2:30pm-6:15pm</i>)
November 3, 2014	K - 12 Parent Conferences: 12:00pm - 7:30pm
November 4, 2014	ACT 80 Day No School for Students
November 20, 2014	End of 1st Trimester Elementary (<i>elementary grades 12/2; 4:00pm-7:45pm</i>)
November 25, 2013	Early Dismissal: K-12 Parent conferences (MS 7:25am - 11:26am/HS 7:15am - 11:16am & Elementary 8:40am-11:40am / 9:15am - 12:15pm)
November 26-28, 2013	Thanksgiving Recess NO SCHOOL FOR STUDENTS/STAFF <i>Thanksgiving recess commences at the end of the work day on November 25th</i>
December 22 - January 2, 2015	Winter Recess NO SCHOOL FOR STUDENTS/STAFF <i>Winter recess commences at the end of the work day on December 19th</i>
January 16, 2015	NO SCHOOL FOR STUDENTS/STAFF
January 19, 2015	Martin Luther King Day (<i>Day of Service</i>) NO SCHOOL FOR STUDENTS/STAFF
January 21, 2015	End of 2nd MP secondary (<i>secondary grades 1/28 ;2:30pm - 6:15pm</i>)
February 13, 2015	Early Dismissal K -12 / Teacher In- Service (MS 7:25 - 11:26 /HS 7:15am - 11:16am & Elementary 8:40am-11:40am / 9:15am - 12:15pm)
February 16, 2015	Presidents Day NO SCHOOL FOR STUDENTS/STAFF
March 5, 2015	End of 2nd Trimester Elementary (<i>elementary grades 3/12; 4:00pm-7:45pm</i>)
March 18, 2015	Early Dismissal K -12 / Teacher In- Service (MS 7:25 - 11:26 /HS 7:15am - 11:16am & Elementary 8:40am-11:40am / 9:15am - 12:15pm)
March 26, 2015	End of 3rd MP secondary
April 1, 2015	NO SCHOOL FOR STUDENTS K-12 Parent Conferences (<i>1/2 day secondary grades</i>)
April *2-6, 2015	Spring Recess NO SCHOOL FOR STUDENTS/STAFF (<i>3/31/15 snow make-up day</i>) <i>Spring recess commences at the end of the work day on March 31st</i>
May 22, 2015	NO SCHOOL FOR STUDENTS/STAFF
May 25, 2015	Memorial Day NO SCHOOL FOR STUDENTS/STAFF
June 5, 2015	Last Student Day
June 8, 2015	Last Teacher Day 1/2 Day AM: (K - 12 grades & teacher check out)
June 10, 2015	12th Grade Graduation Ceremony

**1st snow make up is scheduled for 4/1/15. The in-service day on 4/1/15 will be moved to 4/2/2015 (no school for students). Any additional snow make up days will be added to end of the school year.*

This concludes

the

Board Packet

for

Tuesday

July 29, 2014