

COATESVILLE AREA SCHOOL DISTRICT SPECIAL SCHOOL BOARD MEETING AGENDA

Coatesville Area Senior High School Auditorium

July 10, 2018

(Immediately Following Committee Meetings)

OPENING ACTIVITIES

1. CALL TO ORDER

2. PURPOSE OF MEETING

The purpose of this meeting is to approve the bills payable, and any other matters that may come before the Board.

3. READING OF MISSION STATEMENT

The mission of the Coatesville Area School District, rich in diversity and committed to excellence, is to create innovative educational experiences which are funded by the taxpayers, supported by the community, delivered by dedicated teachers and administrators, to ensure all students will become responsible, contributing global citizens.

4. 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.

5. ROLL CALL

Board of School Directors

Dean A. Snyder, President

(Finance Committee)

Ann M. Wuertz, Vice President

(Operations & Policy Committees)

Robert J. Fisher

(Education & Finance Committees)

Bashera Grove

(Education Committee)

James Hills

(Finance & Operations Committees)

Thomas N. Keech

(Education Committee)

Robert T. Marshall, Jr.

(Operations Committee)

Brandon J. Rhone

(Policy Committee)

Thomas Siedenbuehl

(Policy Committee)

Administration

Dr. Cathy Taschner, Superintendent of Schools

Dr. Kimberly R. Donahue, Assistant to the Superintendent of Curriculum and Learning

Jeffrey Ammerman, Business Manager

Karen Hall, Director of Human Resources and School Board Secretary

Lisa Hauswirth, Director of Special Education

Jason Palaia, Director of Elementary and Secondary Education

Rita Perez, Director of Pupil Services

Student Representatives

Diamond Marrow, Senior Class Representative
Beamlak Abraham, Junior Class Representative

Solicitor

Michael I. Levin, Esquire

6. MOMENT OF SILENCE AND SALUTE TO THE FLAG

ADDITIONS, DELETIONS OR MODIFICATIONS TO THE AGENDA

PUBLIC COMMENT ON AGENDA ITEMS

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

MOTION ITEMS FOR APPROVAL

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

CONSENT AGENDA (*Dean Snyder, Board President*)

RECOMMENDED MOTION: That the Board of School Directors approves the consent agenda items:

Motion: _____ Second: _____ Vote: _____

A. Financial Statements

RECOMMENDED MOTION: That the Board of School Directors approves the financial statements and the bills payable list.

B. Berk One Transportation Letter Agreement

RECOMMENDED MOTION: That the Board of School Directors approve the agreement with Berk One for Transportation Letters in the amount of \$367.50 as presented ([Enclosure](#))

C. Act 44 of 2018

RECOMMENDED MOTION: That the Board of School Directors, in accordance with Act 44 of 2018, appoint Frank Galbraith as the **School Safety and Security Coordinator** of the Coatesville Area School District.

D. Human Resources Report

RECOMMENDED MOTION: That the Board of School Directors approves the resignations, appointments, new positions, leave of absences, transfers, changes of status and corrections, as presented in committee.

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.

INFORMATION ITEMS

ADJOURNMENT

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

AGREEMENT

AGREEMENT, Made, in duplicate, this _____ day of _____, _____, By and Between Coatesville Area School District (Transportation), with its principal office at 3030 C. G. Zinn Road, Thorndale, Pennsylvania 19372, hereinafter referred to as “CLIENT” and **BerkOne, Inc.**, with its principal offices at 1530 Valley Center Parkway, Suite 200, Bethlehem, Northampton County, Pennsylvania, hereinafter referred to as “BerkOne.”

WITNESSETH:

WHEREAS, BerkOne provides business services; and

WHEREAS, CLIENT desires to avail itself of the type and kind of business services provided by BerkOne; and

WHEREAS, CLIENT and BerkOne have negotiated an Agreement whereby and whereunder CLIENT will hire BerkOne to provide the following business services;

NOW, THEREFORE, in consideration of these understandings, covenants and agreements, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. CLIENT does hereby employ BerkOne to print and mail busing/transportation notifications. BerkOne may also provide such ancillary services as warranted and necessary for it to complete its printing and mailing services.

2. CLIENT agrees to compensate and reimburse BerkOne for its services according to the following attached schedule. All shipping fees will be billed to CLIENT. BerkOne shall have the right to increase its fees on an annual basis as necessary; however, said increase of fees will not exceed three percent (3%) per year. CLIENT shall be liable for any applicable state sales tax. CLIENT agrees to pay BerkOne such charges for services rendered not later than the fifteenth (15th) day of the month following invoice for billable service. Should CLIENT fail to pay BerkOne’s invoice for service charges when due, BerkOne shall have the right to add and CLIENT shall be liable for interest at the rate of one and one-half percent (1½%) per month on any principle amount due and outstanding by CLIENT.

3. The covenants and provisions of this Agreement shall be binding for the period beginning as of **August 11, 2018** and ending one (1) year thereafter. Either party may terminate this Agreement at the expiration of the term hereby created by giving to the other written notice of its intention to terminate ninety (90) days prior to the actual date of termination of this Agreement, but in default of such notice, this Agreement, with all the conditions and covenants thereof, with the exception of any increase in fees as outlined above, shall continue for the additional period of **one**

year and so on for one-year periods until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement at the expiration of the then current term.

4. CLIENT shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from:

(a) incorrect, illegal or improper record information, data or other documentation of any kind submitted by CLIENT to BerkOne;

(b) incorrect, illegal or improper information submitted by customers of CLIENT to BerkOne;

(c) incorrect, illegal or improper information submitted by any other source to BerkOne upon which BerkOne can reasonably be expected to rely upon;

(d) the withholding of correct, legal or proper information by CLIENT from BerkOne;

(e) the withholding of correct, legal and proper information by customers of CLIENT from BerkOne; and

(f) the withholding of correct, legal and proper information by any other source from BerkOne upon which BerkOne can reasonably be expected to rely upon.

BerkOne DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER.

BerkOne shall not be liable to CLIENT for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

5. BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other

government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, stoppage of labor, shortage of cars, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.

6. BerkOne and/or its agents covenant and agree that it will at all times keep confidential any proprietary information of CLIENT, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of clients, and any other documents or information, obtained from CLIENT or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of CLIENT, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement. Each party (acting as Recipient of information) agrees to maintain as confidential any information supplied to it by the other party (acting as Disclosing Party) or by others acting on the disclosing party's behalf, that such disclosing party identifies to the Recipient in writing as confidential. The Recipient further agrees to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure agreements relative to such information, prior to the receipt thereof.

Exceptions. The provisions of this Agreement shall not apply to information that entered or enters the public domain through no fault of the BerkOne, was already in BerkOne's possession, or was received lawfully and free of any obligation to treat it as confidential.

Required Disclosure. If BerkOne or any of its respective representatives, is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this paragraph, the receiving party will notify the other party promptly in writing so that the other party may seek a protective order or other appropriate remedy (which the receiving party will not oppose), or, in the other party's sole discretion, waive compliance with the terms of this Agreement.

Student Records. Notwithstanding anything herein to the contrary, if and to the extent that BerkOne or any of its employees, officers, agents or contractors obtains or learns of any information, documents or records pertaining to any students that is or are confidential under or subject to the Family Education Records and Privacy Act, BerkOne and its employees, officers, agents and contractors must maintain it as confidential. BerkOne shall train its employees, officers, agents and contractors who perform services under this Agreement not to discuss students or student information with anyone and to treat all such student information, documents and records as strictly confidential.

7. For the term of this Agreement and for one (1) year after termination of the Agreement for any reason, CLIENT agrees that it will not, directly or indirectly, approach, canvass, solicit or otherwise endeavor to entice away any person who shall at that time be or who shall within the previous twelve (12) months have been an employee, officer or director of BerkOne.

8. Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 *et seq.*, and shall be nonappealable except in accordance with such act. Each party shall appoint one such arbitrator, and a third arbitrator shall be chosen by the two arbitrators aforementioned within five days after their appointment. The decision of the majority of such arbitrators shall be binding and conclusive upon the parties hereto. The appointment of such arbitrators shall be made within five days after receiving notice from any one of the parties hereto to make such appointment. The failure of any one of the parties to so appoint an arbitrator, shall authorize the other to make an appointment for it. If such two arbitrators shall fail or be unable within five days to select a third arbitrator, then and in such event, any Judge of the Common Pleas Court of Northampton County, upon application made by any one of the parties hereto for that purpose, is authorized and empowered to appoint such additional arbitrator.

9. In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid.

10. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.

11. This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

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

Coatesville Area School District

BY: _____

ATTEST:

Secretary

BerkOne, Inc.

BY: _____
Tim M. Fehr, President

ATTEST:

Kimberly Telepo, Assistant Secretary