

Addendum to September 10th Agenda

1. Chromebook 1:1 Handbook

RECOMMENDED MOTION: That the Board of School Directors approve the adoption of the 1:1 (one-to-one) handbook, as presented. ([*Enclosure*](#))

2. Confidential Release and Settlement Agreement – 011376

RECOMMENDED MOTION: That the Board of School Directors approve the Release and Settlement Agreement for 011376, as presented.

3. GASB 75 Valuation & Related Services Agreement – PA Trust Contract

RECOMMENDED MOTION: That the Board of School Directors approve the contract with the Pennsylvania Trust in an amount not to exceed \$8,300 for actuarial services from Conrad Seigel to calculate GASB 45 and GASB 75 amounts related to post-employment benefits. ([*Enclosure*](#))

4. Human Resources Addendum

RECOMMENDED MOTION: That the Board of School Directors approve the resignations, appointments, new positions, leaves of absence, transfers, changes of status and corrections, as per the attachment. ([*Enclosure*](#))

5. NASPO Contract Participating Addendum

RECOMMENDED MOTION: That the Board of School Directors authorize the Business Administrator to execute a Participating Addendum (“PA”) of the NASPO contract, as presented. ([*Enclosure*](#))

6. Resolution – Director of Athletics, Activities and Compliance

RECOMMENDED MOTION: That the Board of School Directors approve the addition of the Director of Athletics, Activities and Compliance position to the Act 93 Administrative Compensation Plan.

7. Superintendent Search – Request for Proposals

RECOMMENDED MOTION: That the Board of School Directors authorize a request for proposals for companies to facilitate the hiring for the position of Superintendent for the Coatesville Area School District.

Coatesville Area School District



1:1 HANDBOOK

2019 – 2020

COATESVILLE AREA SCHOOL DISTRICT

Student & Parent/Guardian 1:1 Handbook & Expectations

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Student & Parent/Guardian 1:1 Handbook & Expectations

Overview

The vision and ultimate goal of the Coatesville Area School District (CASD) is to create an environment where students can use technology to foster critical thinking, support the curriculum, and improve problem solving, communication, and collaboration inside and outside of the classroom. As part of this vision, the District has created a 1:1 technology initiative with a focus on at-home internet access. The 1:1 program will give students access to personalized learning that supports the district's technology plan. The 1:1 technology initiative will enable teachers and students to continue to work towards creating student-centered personalized learning environments. This type of learning environment may consist of a blended approach of traditional teaching techniques and digital learning. Students will take greater control of their own learning and teachers will mentor them through this process.

In October, the CASD will issue each student in Kindergarten through 12th grade a Chromebook to use at school and at home throughout the school year. In addition, each student will receive a T-Mobile hotspot with 2 gigs of data per month. The hotspot provides portable access to internet service and educational materials at home, after school, and on the go. The devices the district has for this program are Chromebooks, selected for their ease of use, portability, and durability. The Chromebooks are CASD property and parents/legal guardians and students are expected to share an annual cost for accidental damage/loss coverage. Teachers will continue to receive ongoing professional development to identify and promote best practice teaching strategies in a 1:1 classroom. Our program at the CASD has drawn upon and incorporated best practices of successful 1:1 programs from around the nation.

Please read this handbook in its entirety. If you should have any questions regarding any of the materials presented, please contact your School Principal. A copy of this handbook can be found at (enter CASD website link) and on the home screen of the Chromebook.

Device Distribution

Distribution of Chromebooks and hotspots will occur at the beginning of the school year. Students and parents will be notified of the exact dates. This information will also be posted on the District website and social media. During distribution, students, along with a parent/guardian, will be required to sign an annual usage agreement (also attached at the end of this document) and pay the insurance fee annually.

Technology Insurance Fee (TIF)

Taking care of a computer can be a big responsibility. Safeguards are in place to protect the district's investment and to reassure parents/legal guardians and students. Parents/guardians will be responsible to pay a \$40 technology insurance fee per student, capped at \$100 per household. The TIF provides an inexpensive solution for parents/guardians to lessen the financial burden if an accident or theft occurs. Parents or guardians with an unpaid TIF will be liable for the full cost of the repair or replacement of the

Chromebook, or cost for repairs resulting from accidental damage. Students receiving a device halfway through a school year may have a reduced fee.

While we expect students to take good care of their devices, accidents and malfunctions do occur. The district may provide a loaner Chromebook to a student while their Chromebook is being repaired or replaced.

The TIF provides 100% coverage for hardware/software repairs that are not due to misuse or intentional damage.

It is the responsibility of the parents/guardians to pay for any non-accidental or negligent damage or loss.

Not Accidental includes, but is not limited to, intentional, reckless, negligent, malicious, or vandalistic damage. Full replacement cost of the device is determined by the cost to the District to purchase its replacement.

The insurance fee does NOT cover the loss of accessories or peripherals including the charging cables and hotspot.

Classroom and Home Use Care Guidelines

General Usage:

- While on school property, your device should be secured at all times.
- Students are not permitted to disassemble the Chromebook's for any reason.
- Do not apply any stickers to your device or case.
- Do not draw on or mark your device.

Classroom:

- It is at the teacher's discretion if he/she wants the students to use the device during that period.
- Keep the device flat on the center of the desk.
- Close the device lid before you stand up and check for obstructions before closing the device.
- Never leave the device unlocked. If you leave class (ex: bathroom break), log out of your device.

At-Home:

- Charge the device every night. Students are provided a charger with their device. Students are expected to bring a fully charged Chromebook to school everyday unless told otherwise just as they are expected to bring other learning materials.

-Use the device in a common room of the home.

-Keep the device on a desk or table. Never place the device on the floor.

-Protect the device from:

- o Extreme heat or cold
- o Food and Liquids
- o Small Children
- o Pets
- o Smoking Environments
- o Other potential hazards Traveling to/from School

-Do not leave the device in a vehicle where high temperature could damage the laptop and/or it could be stolen.

-Devices that are lost or stolen while on school property should be reported to the Principal and technology team immediately.

-Devices stolen while off school grounds should be reported to the police. A copy of the report must be provided to the school Principal and technology team as soon as possible.

Acceptable Use

All students are expected to conduct their online activities in an ethical and legal fashion. The use of these resources is a privilege, not a right. Misuse of these resources may result in the suspension or loss of these privileges, as well as possible disciplinary, legal, or other action deemed necessary. Examples of inappropriate or unacceptable use(s) of these resources include, but are not limited to, those uses that violate the law, are contrary to the Acceptable Use Policy and consistent with Board Policy 815 or this Handbook, and any actions or activities that would disrupt the educational environment or hamper the integrity or security of the school network.

Liability

The 1:1 device is issued to the student who, with his or her parents or legal guardians, are the only authorized users of that device. Although each student accepts responsibility for the care and use of the device, the device remains the sole property of the CASD. In the event of damage to the device caused by recklessness, vandalism, negligence, or malicious intent, the student and parent/guardian will be responsible for the cost of repairs or replacement. Any damage must be reported as soon as possible. Failure to report damage, even if the damage was accidental, may be considered negligence. Students and/or legal guardians are encouraged to purchase a protective laptop case or sleeve.

Guidelines for Online Safety

Coatesville Area School District intends to provide a learning environment that integrates today's digital tools, accommodates mobile lifestyles, and encourages students to work collaboratively in team environments. Through providing this learning environment, we may meet these demands which may allow students to manage their own learning at any time and any location. However, the Internet is not the place for an all-access pass. Students of all ages need supervision. Below are a few tips that can help keep your child safe online.

-Spend time with your child on-line by having them show you his/her favorite online websites and activities. Make sure your child keeps passwords secret from everyone except you.

-Instruct your child that the device is to be used in a common open room in the house, not in their bedroom. It is much more difficult for children to engage in inappropriate or risky behaviors when the device screen is actively being watched by responsible adults.

-Always maintain access to your child's social networking and other on-line accounts and randomly check his/her e-mail. Be up front with your child about your access and reasons why. Tell him or her that protecting them is your job as a parent. Teach your child the responsible use of the resources on-line. Instruct your child:

- o To never arrange a face-to-face meeting with someone they met online.
- o To never upload (post) pictures of themselves onto the Internet or on-line service to people they do not personally know.
- o To never give out identifying information such as their name, home address, school name, or telephone number. Teach your child to be generic and anonymous on the Internet. If a site encourages kids to submit their names to personalize the web content, help your child create online nicknames that do not give away personal information.
- o That what they see and read online may or may not be true.
- o Set clear expectations for your child. Does your child have a list of websites that he/she needs to stick with when doing research? Is your child allowed to use a search engine to find appropriate sites? What sites is your child allowed to visit just for fun? Write down the rules and make sure that he/she knows them.
- o Stay involved with your child's school by remaining in close contact with your child's teachers and counselors. If trouble is brewing among students online, it may affect school. Knowing what's going on at school may increase the chances that you'll hear about what's happening online.
- o Video-sharing sites are incredibly popular with children. Children log on to see the funny homemade video the other children are talking about; to watch their favorite soccer player score a winning goal; even to learn how to tie a slip knot. With a free account, users can also create and post their own videos and give and receive feedback. With access to millions of videos comes the risk that your child may stumble upon something disturbing or inappropriate.

YouTube has a policy against sexually explicit content and hate speech, but it relies on users to flag content as objectionable. Sit down with your child when they log onto video-sharing sites so you can guide their choices. Tell them that if you're not with them and they see something upsetting, they should let you know.

- o Remind your child to stop and consider the consequences before sending or posting anything online. He should ask himself, "Would I want my parents, my principal, my teacher, and my grandparents to see this?" If the answer is no, then they shouldn't send it. Remember that anything that is put on the internet is permanent.

- o Learn to use privacy settings. Social networking sites, instant messaging programs, even some online games offer ways to control who your child can chat with online or what they can say to each other. Visit the sites where your child goes and look for the sections marked "parents," "privacy," or "safety."

Elastic Clause

This handbook may not cover all possible events or situations that may occur during the school year; thus, if a situation arises that is not specifically covered in this handbook, the administration will act fairly and quickly to resolve the situation. In reaching a solution, the interest of the students, parents, school district, and community may be taken into consideration. All terms, conditions, and definitions in this handbook are subject to change at any time for any reason.



1:1 Student & Parent/Guardian Agreement

Coatesville Area School District

3030 C G Zinn Road, Thorndale, PA 19372 (610) 466-2400

The Coatesville Area School District recognizes the importance of providing a technology-rich learning environment. The 1:1 program provides our students the appropriate technological tools necessary to access educational materials both inside and outside the classroom. Each student will have a Chromebook and HotSpot assigned to them for the school year and the ability to take the devices home.

The guidelines in this handbook are necessary to protect the students, the devices and the school's network and must be followed to ensure this technology serves as an effective instructional tool. Failure to comply with the guidelines may result in disciplinary action and/or legal action.

Parent/Guardian:

- I have read and understand the 1:1 Handbook and agree to follow all rules and expectations regarding the use and care of the devices.
- I understand and accept financial responsibility should my child's device be damaged by negligence or vandalism.

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date

Student:

I have read the 1:1 Handbook and agree to follow all the rules it contains including, but not limited to, the following:

- I understand the devices are on loan from the CASD and will respect them accordingly.
- I will adhere to these terms including when not on school property.
- I am responsible for all content on my Chromebook.
- I will bring my fully charged Chromebook to school every day unless otherwise specified.

Students Name (Printed)

Student Signature

This agreement is in effect during the 2019/2020 School Year.

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**G A S B 7 5 V a l u a t i o n a n d R e l a t e d
S e r v i c e s A g r e e m e n t**

This GASB 75 valuation service agreement (the "Agreement") is made effective as of the 1st day of July, 2019 between the undersigned parties,

REQUESTOR: COATESVILLE AREA SCHOOL DISTRICT whose mailing address is 3030 C G Zinn Road, Thorndale, PA 19372

(hereinafter referred to as the "you" or "your"), and PENNSYLVANIA TRUST, a Pennsylvania nonprofit trust, whose mailing address is c/o CSIU, 15 Lawton Lane, Milton, PA 17847 (hereinafter referred to as "us," "we," or "our").

1. **Consulting Services** - GASB 75 valuation services will be performed for you as set forth in Exhibit A. At your request, you will be provided with additional health and welfare benefits related services or consulting. Such services will be charged and invoiced separately per the terms of Exhibit A: Services Available at Additional Cost. The GASB 75 valuation services and any additional health and welfare benefits related services or consulting will be performed under our contract with CONRAD M. SIEGEL, INC., a Pennsylvania corporation trading and doing business as **Conrad Siegel**, whose mailing address is 501 Corporate Circle, PO Box 5900, Harrisburg, PA 17110-0900. For purposes of this Agreement and Exhibit A:
 - 1.1 ERISA means the Employee Retirement Income Security Act of 1974, as amended.
 - 1.2 Code means the Internal Revenue Code of 1986, as amended.
 - 1.3 HIPAA means Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder.
 2. **Scope of Engagement** - You agree to provide **Conrad Siegel** with any information, documentation and/or data requested in furtherance of this Agreement and to inform **Conrad Siegel** of any changes thereto. You acknowledge that these services cannot be adequately performed for you unless you diligently perform your responsibilities under this Agreement in a timely manner. Neither we nor **Conrad Siegel** shall be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All such professionals are hereby given permission by you to provide **Conrad Siegel** with information they may need. To the extent information, documentation and/or data is not provided to them accurately, completely, or timely, you agree to pay the hourly fee for monitoring the receipt of such data or to reprocess or correct any work.
 - 2.1 The services provided pursuant to this Agreement shall not be construed to include legal, accounting, fiduciary, or investment advisory services. If you desire investment advice, you may choose to separately contract with **Conrad Siegel Investment Advisors, Inc.** the wholly owned subsidiary of **Conrad Siegel** or any other investment advisor.

In the course of providing services to you, **Conrad Siegel** may make recommendations regarding plan design, interpretation, and compliance with applicable regulations. You are free at all times to accept or reject any recommendation from them, and you acknowledge that you have the sole authority with regard to the acceptance or rejection of any such recommendation or advice.

The recommendations are based upon the professional judgment of **Conrad Siegel**. Neither they nor we guarantee the results of any of their recommendations. You are free to obtain legal and tax accounting services from any professional source to review the recommendations. You retain absolute discretion over all implementation decisions.
 3. **Fees** - Generally, our fee for the services provided under this Agreement shall be made up of certain separate components as described below and in accordance with the fee schedule attached hereto as Exhibit A ("Actuarial and Consulting Services Compensation"). Notwithstanding the provisions of Sections 3 and 3.1 (and Sections 3.2 and 3.3, if applicable) and the provisions of Exhibit A, to the extent that this Agreement has attached hereto an Exhibit D at the request of the Requestor or **Conrad Siegel**, the fee shall be equal to the specified fee in such Exhibit D ("Specified Fee for Services"), provided each and every stated requirement is met. If the Exhibit D was requested by the Requestor and you fail to meet one or more of the stated requirements for the Exhibit D fee, hourly rates as shown in Exhibit B shall apply. The fee shall be billed in arrears no less frequently than quarterly for services completed during the billing period. Payment is due and payable upon invoicing.
 - 3.1 **GASB 75 Valuation Services** - The fee for GASB 75 Valuation Services shall be as described in Exhibit A, unless Exhibit D applies as mentioned above. With respect to each valuation, the amount billed will not exceed the stated estimated maximum charge.
 - 3.2 **Optional Services** - The charges for Optional Services shall be billed in arrears for the period during which these services are completed.
 - 3.3 **Additional Services** - Consulting services listed in Exhibit A under Services Available at Additional Cost shall be provided as described therein. These fees shall be billed in arrears.
 - 3.4 **Late Payment** - In addition to other available remedies, we will be entitled to interest equal to one and one-half percent (1.5%) per month or, if less, the maximum amount permitted by law, on any fee that is due but unpaid by you for more than 30 days.
 - 3.5 **Change in Fee** - If you contract for additional services for which the fee is based on professional time, the fee will be determined in accordance with the hourly rates in effect at the time of service. The hourly fees are set as of each January 1. The current calendar year hourly rates are as set forth in Exhibit B. The hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.
 4. **Assignment** - Neither party may assign this Agreement without the prior consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control of management shall not be considered an assignment.
 5. **Confidentiality** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential and to cause their business associates to do likewise, except that Requestor authorizes **Conrad Siegel** to release the results of its GASB 75 valuation services to Pennsylvania Trust for statistical purposes.
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Pennsylvania Trust

6. **HIPAA Privacy and Security** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, we will comply with the HIPAA Privacy Rule and Security Rule as further set forth in Exhibit C the Business Associate Agreement that we execute with you. Further, we represent to you that we have executed a similar Business Associate Agreement with **Conrad Siegel**.

7. **Conflicts of Interest** - Since this Agreement is with the named Requestor with respect to health and welfare benefit plans, the services shall be based upon the joint objectives of the named Requestor and the Plan Administrator of the plans as communicated to us by you, collectively. Both we and **Conrad Siegel** shall be permitted to rely upon instructions and/or information received from you collectively, unless and until instructed otherwise in writing. Neither we nor they shall be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the named Requestor and any of your employees that you appoint to communicate with us.

8. **Client Representations, Warranties, and Acknowledgements** - You represent and warrant to us that the terms and conditions of this Agreement are consistent with the terms of your health and welfare benefit plan documents. This Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You agree to provide **Conrad Siegel** with the information, documentation and/or data that they may request in furtherance of this Agreement or related to your health and welfare benefit needs, goals, or objectives in the manner and within the time frame requested, either directly from you or through your designated attorney, accountant, or other professional advisors. You represent that such information, documentation and/or data is complete and accurate at the time of provision and warrant that you will promptly inform them in writing if and when such information, documentation and/or data becomes incomplete or inaccurate during the term of this Agreement. You acknowledge that **Conrad Siegel** is authorized to rely upon any information received from such attorney, accountant, or other professional advisor and are not required to verify the accuracy of the information.

As the Plan's Sponsoring Employer and Plan Administrator, you represent that you will furnish true and complete copies of all documents establishing and governing the health and welfare benefit plans and evidencing your authority to execute this Agreement and that you will promptly furnish any amendments to the plans.

9. **Entire Agreement** - This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by any party.

10. **Waiver** - No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or

breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

11. **Termination** - This Agreement shall terminate on December 31, 2021.

We may discontinue the services being performed under this Agreement or terminate this Agreement upon 30-days prior written notice if you fail to pay our fees or otherwise materially breach this Agreement without curing the breach.

Termination of this Agreement will not affect: (A) the validity of any action previously taken by us under this Agreement; (B) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (C) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action, except as described in this paragraph. If you terminate our services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you. **Conrad Siegel** will not prepare a final report, unless you so direct and agree to the payment of our full fee for such report.

Upon termination of this Agreement, **Conrad Siegel** shall retain all files as required by the rules governing actuaries; however, you shall be entitled to receive copies of your files upon request. The files shall be treated as confidential as provided under this Agreement. The terms of any Business Associate Agreement regarding compliance with the HIPAA Privacy Rule and Security Rule shall survive this Agreement. Copies of the files will be forwarded as you direct, provided all our earned fees have been paid. The cost of copying will be charged to you.

12. **Indemnification** - You the named Requestor agree to indemnify and hold both us and **Conrad Siegel** harmless against any and all claims, actions, expenses and liabilities suffered or incurred by either us or **Conrad Siegel** and relating to or arising from this Agreement that result from you, your attorney, accountant, or other professional advisor, or a prior recordkeeper or insurer for a health or welfare benefit plan supplying incorrect or untimely information or are caused by the action or inaction of one or more of such persons. We shall indemnify and hold you harmless against any and all claims, actions, and expenses and liabilities suffered or incurred by you and relating to or arising from this Agreement that are directly related to the negligent provision of services, but not in excess of the fees paid under this Agreement for the twelve-month period immediately preceding the occurrence giving rise to the claim.

13. **Force Majeure** - Neither the parties nor their business associates will be held liable for failure to fulfill the obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of the party failing to perform. The terms for the performance will be increased to a reasonable period of time.

14. **Notices** - Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to the party at the appropriate address listed above unless (a) the party has notified the other party(ies) of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication by facsimile or electronic delivery (e.g., e-mail). All of your

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directions (unless otherwise provided herein) shall be in writing. Both we and **Conrad Siegel** shall be protected in relying upon any such direction, notice, or instruction until advised in writing of changes therein.

15. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

16. **Severability** - If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision were not included.

17. **Governing Law, Venue, and Jurisdiction** - This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or

performance shall be governed or interpreted according to the internal laws of the Commonwealth of Pennsylvania without regard to choice of law considerations. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction shall be brought and determined in the appropriate federal or state court in the Commonwealth of Pennsylvania and in no other forum. The parties hereby irrevocably submit to the jurisdiction of any such state court or federal court having jurisdiction in the Commonwealth of Pennsylvania in any such suit, action or proceeding arising out of or relating to this Agreement.

18. **Section or Paragraph Headings** - Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

Pennsylvania Trust

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

Requestor: Coatesville Area School District

By: _____
Signature Date

Title: _____

Pennsylvania Trust

By: Harold E. Daltgen 8/12/2019
Signature Date

Title: Chairperson

EXHIBITS: A, B, C

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES COMPENSATION

GASB 75 Valuation Services

The GASB 75 Valuation Service will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. The services will include the following:

- Preliminary discussion with you
- Collection of relevant census and benefit plan information
- Preparation of GASB 75 Actuarial Valuation
- Discussion with you regarding results of the valuation, if necessary

Fee for GASB 75 Valuation Service per valuation is based on group size and the level of complexity.

Size	Level of Complexity		
	Simple	Average	Complex
Small Group	\$3,550	\$5,100	\$6,150
Medium Group	\$4,625	\$6,175	\$7,225
Large Group	\$5,700	\$7,250	\$8,300

Group size is defined as follows:

- Small Group: < 200 participants
- Medium Group: 201 to 500 participants
- Large Group: > 500 participants

Complexity is determined based on number of plan and benefit designs and number of subgroups requested. **Conrad Siegel** will determine the level of complexity. To the extent the complexity is determined to be between two levels, the midpoint of the two values shown will be used for the fee.

Optional Services

- Valuation calculations under alternative parameters
\$500 - \$1,000 per run
- Preparation of supplemental year-end calculations prepared in between valuations if it is deemed that updated assumptions (e.g. discount rate) should be used, or for other reasons requested by the school entity.
\$550 per calculation

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES COMPENSATION

Services Available at Additional Cost	Time and Expense
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If a service that is not previously described in this agreement is requested or needed, this additional service will be made available and will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. We will bill you based on the time spent on the project and the current hourly rates for the staff involved in the project. You may request a cost estimate before commencing the project. You may also request a statement of the current hourly rates at any time. A statement of these rates as of the current calendar year is attached to this Agreement.

- Actuarial studies
- Other services requested
- Consultation regarding plan design and cost controls
- Consultation regarding alternative assumptions and parameters including alternative experience studies
- Consultation regarding legal requirements pertaining to plan documentation
- On site meetings or presentations - Time for meetings includes preparation, travel time door to door and all time spent at your facilities

EXHIBIT B

Statement of 2019 Hourly Rates

As indicated in the Agreement, services for which the fee is based on professional time, the fee will be determined in accordance with our hourly rates in effect at the time of service. We set our hourly fees as of each January 1 for all clients.

Hourly rates applicable for the period January 1, 2019 through December 31, 2019 are as follows:

- Actuarial Consultants: \$280 to \$330
- Non-Actuarial Consultants: \$280
- Actuarial Analysts: Range from \$135 to \$245

Our hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.

Note: As indicated in Exhibit A, you may request an estimate of our cost before commencing work based on our hourly rates. You may also request a statement of our current hourly rates at any time.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT REGARDING COMPLIANCE WITH HIPAA PRIVACY RULES

Pursuant to the GASB 75 Valuation and Related Services Agreement, Pennsylvania Trust through its business associate **Conrad Siegel** (hereinafter referred to as "CS") shall provide actuarial services including the preparation of GASB 75 Valuation Reports for the Requestor that involve the use of individually identifiable health information on behalf of a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Agreement supplements and is made a part thereof.

Section 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- (a) **Breach** – Breach shall have the same meaning as the term "breach" in § 164.402.
- (b) **Business Associate** – Business Associate shall mean CS and as further defined by § 160.103.
- (c) **Group Health Plan** – Group Health Plan shall mean the plan that is the subject of the GASB 75 Valuation Report which constitutes a covered entity under the Privacy Rules.
- (d) **Individual** – Individual shall have the same meaning as the term "individual" in § 160.103 and shall include persons who qualify as a personal representative in accordance with § 164.502(g).
- (e) **Privacy Rule** – Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, as in effect or as amended, that are herein referenced by section number.
- (f) **Protected Health Information** – Protected Health Information (also referred to herein as individually identifiable health information or PHI) is health information (including demographic information collected from an individual and genetic information) that: (1) is created or received by Business Associate from or on behalf of Group Health Plan; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (g) **Required By Law** – Required By Law shall have the same meaning as the term "required by law" in § 164.103.
- (h) **Secretary** – Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) or his designee.
- (i) **Security Incident** - Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined by § 164.304.
- (j) **Security Rule** – Security Rule shall mean the security requirements of 45 Code of Federal Regulations Part 164, Subpart C, as in effect or as amended that are herein referenced by section number.
- (k) **Subcontractor** – A business associate of CS that that creates, receives, maintains, or transmits protected health information on its behalf.
- (l) **Unsecured Protected Health Information** - Unsecured Protected Health Information means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary as further prescribed in the guidance issued under section 13402(h)(2) of Public Law 111-5.

Section 2. Obligations and Activities of Business Associate

CS agrees that it will:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law;

- (b) Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) Maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Group Health Plan as required by the Security Rule;
- (d) To the extent it is to carry out Group Health Plan's obligation under the Privacy Rule related to this contract, comply with the requirements of the Privacy Rule that apply to Group Health Plan in the performance of such obligation;
- (e) Report to Group Health Plan as of the end of any calendar year quarter any improper use or disclosure of PHI, including any security incident, of which it becomes aware that does not constitute a Breach covered under Section 6;
- (f) Ensure that any Subcontractors who create, receive, maintain, or transmit electronic PHI on behalf of CS with respect to Group Health Plan agree to the same restrictions and conditions that apply through this Agreement to CS with respect to such information, including: (i) implementing and maintaining reasonable and appropriate safeguards to protect PHI; and (ii) promptly notifying CS of any use, disclosure, or security incident of which it becomes aware, including breaches of Unsecured Protected Health Information;
- (g) Mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement by it or its agent (including a workforce member or subcontractor) acting within the scope of the agency;
- (h) Terminate the contract or arrangement it has with a Subcontractor if it has knowledge that the subcontractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, but only if the termination is feasible and only after it has taken reasonable steps to cure the breach or end the violation, as applicable, and such steps are unsuccessful;
- (i) Make available PHI, at the request of Group Health Plan, to Group Health Plan or, as directed by Group Health Plan, to an Individual in order to meet the requirements under § 164.524 within 10 business days of the request;
- (j) Make available PHI for amendment and incorporate any amendments to PHI that Group Health Plan directs or agrees to pursuant to § 164.526 at the request of Group Health Plan or an Individual within 10 business days of the request;
- (k) Document such disclosures of PHI and information related to such disclosures in accordance with § 164.528 and provide such information to Group Health Plan or an Individual, within 10 business days;
- (l) Make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI on behalf of Group Health Plan that it creates, receives, maintains, or transmits available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, CS may use or disclose Protected Health Information on behalf of, or to provide services to, Group Health Plan, subject to the Privacy Rule and the minimum necessary policies and procedures of Group Health Plan:
 - (1) Review health care claims for reimbursement under a Health Care Reimbursement Account.
 - (2) Review health care claims and payment.
 - (3) Coordination of benefits.
 - (4) Health care claim status.
 - (5) Enrollment and disenrollment in a health plan.
 - (6) Eligibility for a health plan.
 - (7) Health plan premium payments.

(8) Referral certification and authorization.

(9) First report of injury.

(10) Health claims attachments.

Data Aggregation Services - The Plan Administrator for Group Health Plan hereby authorizes and directs CS to provide it with data aggregation services as a part of providing the contracted services. Data aggregation, with respect to PHI received by CS in its capacity as the business associate of Group Health Plan, is the combining of such PHI by CS with PHI received by CS in its capacity as a business associate of one or more other covered entities under the Privacy Rule that have also granted this data aggregation service authorization, to permit the creation of data for analyses that relate to the health care operations of the respective covered entities. In connection with these services, the actual PHI received from one covered entity shall not be provided to another covered entity.

- (b) CS shall be permitted to disclose the PHI in its possession to a third party for the purpose of CS's proper management and administration or to fulfill any legal responsibilities of CS under the Privacy Rule and as an employer of enrolled actuaries; provided, however, that the disclosures are Required By Law or CS has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the CS of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (c) If this Agreement provides for payment activity-type services on behalf of more than one group health plan, CS may use or disclose PHI obtained as a business associate of one group health plan when undertaking such activities as a business associate of another group health plan. Each group health plan that is a party to this contract hereby authorizes this use or disclosure where this is necessary to secure payment.

CS may de-identify any and all PHI created or received by CS under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

Section 4. Obligations of Group Health Plan

- (a) **Use of e-mail** - Whenever possible, only summary health information should be transmitted to CS. If it is necessary to use e-mail to communicate PHI, the PHI is to be confined to a password-protected PDF file attachment. In the alternative, e-mail may refer the recipient to an on-line document that only the recipient (or a similarly authorized person) is able to open. The Group Health Plan is responsible for compliance with the Privacy and Security Rules with respect to any PHI it transmits.
- (b) **Provisions for Group Health Plan to Inform Business Associate of Privacy Practices and Restrictions**
 - (1) Group Health Plan shall notify CS in writing of any limitation(s) in its notice of privacy practices in accordance with § 164.520, to the extent that such limitation may affect CS's use or disclosure of Protected Health Information. Group Health Plan agrees that it has included, and will include, in its Notice of Privacy Practices required by the Privacy Rule that it may disclose PHI for the purposes described in this Agreement.
 - (2) Group Health Plan shall notify CS in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect CS's use or disclosure of PHI.
 - (3) Group Health Plan shall notify CS in writing of any restriction to the use or disclosure of PHI to which it has agreed in accordance with § 164.522, to the extent that such restriction may affect CS's use or disclosure of PHI.
 - (4) Group Health Plan shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement.
- (c) **Permissible Requests by Group Health Plan**

Group Health Plan shall not request **CS** to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Group Health Plan, except as provided in this Agreement regarding data aggregation services.

Section 5. Acknowledgement of Direct Responsibility for Compliance with HIPAA

CS hereby acknowledges that it is fully and directly responsible for compliance with the HIPAA Privacy and Security Rules as those rules were amended by the Health Information Technology for Economic and Clinical Health Act (HITECH). **CS** further acknowledges that it is subject to the civil and criminal enforcement provisions for failure to comply with these rules.

Section 6. Reportable Breach

- (a) **Reporting of Breach to Privacy Officer** - If a Breach should occur as that term is defined in § 164.402, **CS** shall report the Breach of Unsecured Protected Health Information to the Privacy Officer of the Group Health Plan as soon as administratively possible under the circumstances, but in no instance in more than 10 business days after the event is known to an innocent employee or other agent of **CS**, with one exception. **CS** will honor any requested delay made by a law enforcement official that is made in accordance with § 164.412. The Notice of Breach shall contain all the information required under §§ 164.404(c) and 164.410(c). **CS** will also provide to the Privacy Officer of the Group Health Plan information it has regarding who committed the Breach and to whom disclosure was made if this information is relevant to the risk assessment.
- (b) **Reporting of Breach to Individuals** - The Privacy Officer of the Group Health Plan shall remain primarily responsible for providing Notice of Breach to the individuals whose PHI was compromised. In the event of a reportable Breach occurring with respect to Unsecured Protected Health Information while in the possession of **CS**, **CS** will prepare and mail Notices of Breach to the individuals upon the Group Health Plan's provision of the last known address for the individuals. **CS** will assist the Privacy Officer of the Group Health Plan with any report required by HHS. As required under the regulation, the Privacy Officer of the Group Health Plan must make any required media report.

Section 7. Term and Termination

- (a) **Term** - The term of this Agreement shall be effective as of January 1, 2019, and shall terminate when all of the Protected Health Information provided by Group Health Plan to **CS**, or created or received by **CS** on behalf of Group Health Plan, is destroyed or returned to Group Health Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause** - If Group Health Plan believes it has knowledge of a pattern of activity or practice of **CS** that constituted a material breach or violation of **CS's** obligation under this Agreement including any material breach or violation of its Security Rule compliance obligation, Group Health Plan shall immediately inform **CS** of such belief. **CS** shall respond to such notice within 10 business days with a determination as to whether there has been such a breach or violation. If such a breach or violation is determined to exist, **CS** shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful in the judgment of Group Health Plan, Group Health Plan may elect to terminate this Agreement upon 30 days advanced written notice. Any federal return/report due within 90 days of such notice shall be prepared by **CS** in return for the fee otherwise payable for this service under the underlying agreement governing the provision of administrative services.
- (c) **Effect of Termination**
 - (1) Except as provided in Section 7(c)(2), upon termination of this Agreement, for any reason, **CS** shall return or destroy all Protected Health Information received from Group Health Plan, or created or received by **CS** on behalf of Group Health Plan. This provision shall apply to PHI that is in the possession of **CS's** subcontractors and other agents. **CS** shall retain no copies of the PHI.
 - (2) In the event that **CS** determines that returning or destroying the Protected Health Information is infeasible due to (i) the reliance of Group Health Plan on **CS** to preserve its records for purposes of future audits of compliance with ERISA and/or Internal Revenue Code

Pennsylvania Trust

sections 105 and 125; (ii) the need to comply with retention requirements imposed on enrolled actuaries; or (iii) the preservation of electronic files for business continuity purposes, CS shall apply the protections of this Agreement to the PHI and shall not deliberately use or disclose any PHI in its computer system, backup system files, or paper files, except as needed to comply with an audit requested by the State or Federal government or Group Health Plan or to demonstrate compliance with retention requirements governing enrolled actuaries.

- (3) Documentation of PHI disclosures and information related to such disclosures shall be maintained for a period of 6 years following the date of the accountable disclosure.

Section 8. Miscellaneous

- (a) **Amendment** - The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy and Security Rules.
- (b) **No Third Party Beneficiaries** - Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- (c) **Survival** - The respective rights and obligations of CS under Section 7(c)(2) and (3) of this Agreement shall survive the termination of this Agreement.
- (d) **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit Group Health Plan and CS to comply with the Privacy and Security Rules.
- (e) **Section References** – All regulatory references contained herein are to the 45 Code of Federal Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Business Associate: Pennsylvania Trust

By: Harold E. Saltzman 8/12/2019
Signature Date

Title: Chairperson

Requestor: Coatesville Area School District

By: _____
Signature Date

Title: _____

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HUMAN RESOURCES ADDENDUM

of

September 10, 2019

1. Resignations - Regular and Extra Duty

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

a. FEDERATION

- 1) DiPaola, Margaret, 5.5 Hour Lead Worker for East Fallowfield Elementary School. Letter Dated: 8/23/2019. Reason: Personal. Effective: 6/6/2019.

b. NON-CERTIFIED

- 1) Sperratore, McKenzie, School Police Officer for the Coatesville Area School District. Letter Dated: 9/4/2019. Reason: Personal. Effective: 9/3/2019.

2. New Appointments - Regular and Extra Duty

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

a. EXTRA DUTY

- 2) Carrozza, Kyle, 7th Grade Girls' Soccer Coach for North Brandywine Middle School. Posted: 7/24/2019. Salary: \$1,486.25. Effective: 9/5/2019. SP4: Staff.
- 3) Cole, Kelly, Mentor for Kevin Maggs for the Coatesville Area Intermediate High School. Posted 7/18/2019. Salary: \$1,000. Effective: TBD. SP4: Staff.
- 4) McKim, Lena, Junior Class Cabinet Advisor for the Coatesville Area Senior High School. Posted: 7/30/2019. Salary: \$1,975.50. Effective: 2019-2020 School Year. SP4: Staff.
- 5) Renshaw, Sharon, Mentor for Colin English for the Coatesville Area Intermediate High School. Posted: 7/18/2019. Salary: \$1,000. Effective: TBD. SP4: Staff.
- 6) Smiley, Matthew, Cyber Assessment for the Coatesville Cyber Academy. Posted: 8/20/2019. Salary: \$33/hour. Effective: 2019—2020 School Year. SP4: Staff.
- 7) Warren-Ward, Octavia, Cyber Assessment for the Coatesville Cyber Academy. Posted: 8/20/2019. Salary: \$33/hour. Effective: 2019—2020 School Year. SP4: Staff.

3. Leave(s) of Absence

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

a. CATA

- 1) Schwarz, Susan, Teacher for Reeceville Elementary School. Medical Sabbatical. Effective: 8/19/2019—1/23/2020.

b. CATSS

- 1) Vazquez-Sanchez, Maria, Receptionist for the Coatesville Area School District. Effective: 4/30/2019—10/5/2019.

4. **Change of Status**

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

a. FEDERATION

- 1) Richardson, Florence, move from 3 Hour General Utility Worker to 4 Hour General Utility Worker for King's Highway Elementary School. Effective: 9/3/2019.
- 2) Scullin, Regina, move from Food Service Substitute for the Coatesville Area School District to 3 Hour General Utility Worker. Posted: 8/1/2019. Salary: \$13.66/hour (\$14.66 after 520-hour probation period). Effective: 9/16/2019.