



*Special Board Meeting  
Agenda*

*November 20, 2014*

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

**OPENING ACTIVITIES**

**1. CALL TO ORDER**

**2. READING OF MISSION STATEMENT**

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

**3. ADVISEMENT**

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

**4. ROLL CALL**

**Board of School Directors**

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

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

**Solicitor**

Michael I. Levin, Esquire

**Administration**

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

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

**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.

1. **CONSENT AGENDA** (*Neil Campbell, School Board President*)  
**RECOMMENDED MOTION:** That the Board of School Directors approve the consent agenda items:
2. **Confidentiality Agreement between the C. C. I. U. and C. A. S. D.**  
**RECOMMENDED MOTION:** That the Board of School Directors approve the Confidentiality Agreement between the Chester County Intermediate Unit and the Coatesville Area School District attached hereto. (*Enclosure 1*)
3. **Resolution to Initiate Suit**  
**RECOMMENDED MOTION:** That the Board of School Directors authorize Levin Legal Group to initiate suit in the name of the School District against Richard W. Como; that the Board of School Directors authorize Levin Legal Group to initiate suit in the name of the School District against James Donato, and that the Board shall consider the Ethics and Whistleblower policies at its next meeting and recommend appropriate action. (*Enclosure 2*)

## **PUBLIC COMMENT**

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

## **ADDITIONAL BOARD MEMBERS' REPORTS**

## **INFORMATION ITEM(S)**

## **ADJOURNMENT**

*Notice of this public meeting was advertised in the Daily Local News on Tuesday, November 18, 2014.  
Copies of the minutes will be maintained in the Office of the Board Secretary.*

# *Special Agenda*

## *Enclosure #1*

## **Confidentiality Agreement**

THIS CONFIDENTIALITY AGREEMENT is made and entered into as of the \_\_\_\_ day of November, 2014, by and between the Coatesville Area School District (“Confidential Entity”) and the Chester County Intermediate Unit, (“Receiving Party”).

**WHEREAS**, the Confidential Entity has entered into an agreement for the Receiving Party to inspect cell phones and/or other electronic devices (“the Electronic Devices”) provided by the Confidential Entity; and

WHEREAS, the Electronic Devices may contain Confidential Information; and

WHEREAS, the parties want to ensure that all Confidential Information is safeguarded as appropriate;

**NOW, THEREFORE**, in consideration of the premises hereof and the promises set forth below, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Confidential Information.**

- (a) Confidential Information means any and all: (a) data or information contained in the Electronic Devices provided by the Confidential Entity to the Receiving Party; (b) student records as defined in the Family Education Rights and Privacy Act; (c) health or medical records of any individual; and (d) information disclosed by Confidential Entity to Receiving Party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects or data (including, without limitation, documents, prototypes and samples) and all notes, analyses, compilations, studies or other documents prepared by either the Confidential Entity or Receiving Party which contain or reflect such information. Confidential Information includes, without limitation, Confidential Entity' trade secrets, know-how, intellectual property and proprietary information as well as business plans, financial data and the existence, status and terms of any discussions between the parties regarding the Services.
  
- (b) Confidential Information shall not, however, include any information that: (a) was or is publicly known or made generally available to the public; (b) becomes publicly known or made generally available to the public through no action or inaction of Receiving Party; (c) is or was otherwise in the possession of or becomes available to Receiving Party as shown by Receiving Party's files, documents or other competent evidence through means other than in breach of this Agreement; or (d) is independently developed by Receiving Party, its agents, employees or contractors without use or reference to Confidential Entity' Confidential Information, as shown by Receiving Party's files, documents or other competent evidence.

2. **Non-use and Non-disclosure.** Receiving Party shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the services or employment that the Confidential Entity may contract with the Receiving Party to provide or engage in ("the Services"). Receiving Party shall not disclose any Confidential Information to third parties or to such party's employees, agents or representatives unless said employees, agents or representatives are made aware of Receiving Party's obligations under this Agreement and each such person agrees to comply with all provisions in this Agreement. Receiving Party shall be liable under this Agreement for the actions of any third party or employees to whom it discloses the Confidential Information as if they were parties to this Agreement and Receiving Party shall reasonably cooperate with Confidential Entity in enforcing any rights of Confidential Entity against any such person in connection with a breach of this Agreement. Except as expressly provided herein to the contrary, Receiving Party shall keep the Confidential Information in confidence and shall not make any commercial or personal use thereof or disclose it to any third party or contractor without the prior express written consent of Confidential Entity.
3. **Maintenance of Confidentiality.** Receiving Party shall take reasonable measures to protect the confidentiality and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that it takes to protect its own most sensitive and confidential information. Receiving Party may not reproduce any of the Confidential Information.
4. **Compelled Disclosure.** If Receiving Party is requested or required by legal or administrative process to disclose any Confidential Information, Receiving Party shall promptly notify Confidential Entity of such request or requirement (unless legally prohibited) so that Confidential Entity may promptly seek an appropriate protective order or other relief. Absent prompt affirmative action by Confidential Entity, Receiving Party shall disclose only that portion of the Confidential Information that Receiving Party's counsel determines is required to be disclosed and notify Confidential Entity (unless legally prohibited) as soon as reasonably practicable of the items of Confidential Information so disclosed.
5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Services. Both parties agree that unless and until a final, written definitive agreement regarding the Services between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the Services by virtue of this Agreement, except for the matters related to Confidential Information specifically agreed to herein.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CONFIDENTIAL ENTITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY,

COMPLETENESS OR PERFORMANCE OF ANY OF ITS CONFIDENTIAL INFORMATION.

7. **Return of Materials.** All files, documents, electronic copies and other tangible objects containing or representing Confidential Information that have been disclosed to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, its representatives and employees, shall be and remain the property of Confidential Entity and shall be promptly returned to Confidential Entity or destroyed upon Confidential Entity' written request or upon termination of discussions regarding the Services, whichever first occurs.
8. **No License.** Nothing in this Agreement is intended to grant a license or any other rights to Receiving Party, and this Agreement shall not grant any party any rights in or to Confidential Information, except as expressly set forth herein.
9. **Term.** The obligations of Receiving Party hereunder shall survive termination of this Agreement.
10. **Remedies.** Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Confidential Entity, entitling Confidential Entity to seek injunctive relief in addition to all other legal and equitable remedies.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the Confidential Information and supersedes any and all prior oral or written discussions, negotiations, understandings, agreements, or contracts regarding the Confidential Information.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
13. **Successors and Assigns, No Assignment.** This Agreement shall inure to the benefit of, and shall be binding on, the parties and their successors and assigns. This Agreement shall not, however, be assigned and the obligations hereunder shall not be delegated by one party without the prior express written consent of the other party, which consent may be withheld for any reason or no reason.
14. **Headings not Controlling.** The sections in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent thereof.
15. **Modifications and Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the parties and, in the case of a waiver, by a writing executed by the party against whom such waiver is asserted. The failure to exercise or not delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver, and any single

or partial exercise of any right, power or privilege hereunder shall not preclude the exercise of any other right, power or privilege. A waiver of any breach of any provision shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision and a waiver shall not be implied from any course of dealing between the parties. An extension of time for performance of any obligations or other acts hereunder shall not be deemed to be an extension of the time for performance of any other obligations or any other acts.

16. **Severability.** If any provision of this Agreement shall for any reason be held unenforceable, such provision to the extent unenforceable shall be severed from this Agreement unless, as a result of such severance, the Agreement fails to reflect the basic intent of the parties. If the Agreement continues to reflect the basic intent of the parties, the invalidity of such specific provision shall not affect the enforceability of any other provision, and the remaining provisions shall remain in full force and effect. If any term contained herein is determined by a court to be unenforceable, the parties hereto agree, and it is their desire, that such court shall substitute a judicially enforceable term in its place, consistent with the expressed intent of the parties, and that as so modified the term shall be binding upon the parties as if originally set forth herein.
  
17. **Choice of Law and Waiver of Jury Trial.** This Agreement shall be deemed to have been entered into in the Commonwealth of Pennsylvania and shall be construed and governed in all respects by the internal laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. **THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY IN ANY TRIAL OR HEARING INVOLVING THIS AGREEMENT.**
  
18. **Full Power and Authority.** The signatories to this Agreement represent and warrant, each to the other, that the signatory: (a) has full authority to bind the party to this Agreement represented by the signatory and that the party has full authority to enter into this Agreement and be bound by the terms and conditions of this Agreement, and (b) sets the signatory's hand hereunto with the intention of legally binding the party to this Agreement represented by the signatory.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]



IN WITNESS WHEREOF the parties have caused this Agreement to be executed  
as of the date first written above.

CHESTER COUNTY INTERMEDIATE UNIT

\_\_\_\_\_ Date: \_\_\_\_\_  
Joseph O'Brien

COATESVILLE AREA SCHOOL DISTRICT

\_\_\_\_\_ Date: \_\_\_\_\_  
Cathy Taschner

# *Special Agenda*

## *Enclosure #2*

## RESOLUTION

WHEREAS, an investigation (“the Investigation”) was commissioned by the Board of School Directors (“School Board”) of the Coatesville Area School District (“School District”) with the law firm of Conrad O’Brien; and

WHEREAS, a new Superintendent, Dr. Cathy Taschner, (“Taschner”) began her employment on June 13, 2014; and

WHEREAS, a new solicitor, the Levin Legal Group, P.C., (“Levin”) was retained by the School Board and appointed on October 13, 2014; and

WHEREAS, Taschner and Levin were provided with a copy of the Investigation Report from Conrad O’Brien; and

WHEREAS, Taschner and Levin obtained information in addition to what is in the report;

WHEREAS, it has taken a reasonable time for Taschner and Levin to review and digest the report; and

WHEREAS, the review of the Report by Levin and Taschner lead them to believe that the School District has legal claims against the School District’s former Superintendent, Mr. Richard Como (“Como”), for damages that he has caused the School District and for which the School District can recover, including recovery of punitive damages for what is, in their opinion, egregious misconduct; and

WHEREAS, the review of the Report by Levin and Taschner lead them to believe that the School District has legal claims against the School District’s former Athletic Director, Mr. James Donato (“Donato”), for damages that he has caused the School District and for which the School District can recover, including recovery of punitive damages for what is, in their opinion, egregious misconduct; and

WHEREAS, Taschner is determined to establish a “tone at the top” that is beyond reproach and to instill the highest ethical standards in the School District;

NOW, THEREFORE, *be it resolved* as follows:

1. Levin is authorized to initiate suit in the name of the School District against Como;
2. Levin is authorized to initiate suit in the name of the School District against Donato; and
3. The Board shall consider the attached Ethics, and Whistleblower Policies at its next meeting and recommend appropriate action.

*This concludes*

*the*

*Packet*

*for*

*Tuesday*

*November 20, 2014*