

EXHIBIT “D”



pennsylvania
OFFICE OF OPEN RECORDS

August 15, 2023

Via Portal Only:

Carmela Ciliberti
208 Ferguson Street
New London, PA 19352
contact@carmelaciliberti.com

Via Portal Only:

Daniel R. Carsley
Agency Open Records Officer
Avon Grove School District
375 S. Jennersville Road
West Grove, PA 19390
dcarsley@avongrove.org

RE: OFFICIAL NOTICE OF APPEAL - Ciliberti v. Avon Grove School District OOR Dkt. AP 2023-1904

Dear Parties:

Review this information and all enclosures carefully as they affect your legal rights.

The Office of Open Records ("OOR") received this appeal under the Right-to-Know Law ("RTKL"), 65 P.S. §§ 67.101, et seq. on August 14, 2023. A binding Final Determination ("FD") will be issued pursuant to the timeline required by the RTKL, **please see the attached information for more information about deadlines.**

Notes for both parties (more information in the enclosed documents):

- The docket number above must be included on all submissions related to this appeal.
- Any information provided to the OOR must be provided to all parties involved in this appeal. Information that is not shared with all parties will not be considered.
- All submissions to the OOR, other than *in camera* records, will be public records. Do not include any sensitive information- such as Social Security numbers.

If you have questions about this appeal, please contact the assigned Appeals Officer (contact information enclosed), providing a copy of any correspondence to all parties involved in this appeal.

Sincerely,

Elizabeth Wagenseller
Executive Director

Enc.: Description of RTKL appeal process
Assigned Appeals Officer contact information
Entire appeal as filed with OOR

NOTICE OF DEADLINES

The appeal has been docketed by the OOR and it has been assigned to an Appeals Officer. The docket number and the Appeals Officer's contact information are included in the attachments you received along with this notice.

The Final Determination is currently due on **November 22, 2023**.

The timeline for this RTKL appeal may be extended by the OOR during the appeal This extension will allow the OOR the flexibility it requires to protect due process and to ensure that the agency and requester, along with any third parties, have a full and fair opportunity to meaningfully participate in the appeal.

Evidence, legal argument and general information to support your position must be submitted within seven (7) business days from the date of this letter, unless the Appeals Officer informs you otherwise. *Note: If the proceedings have been stayed for the parties to submit a completed mediation agreement, the record will remain open for seven (7) business days beyond the mediation agreement submission deadline.*

Submissions in this case are currently due on **September 5, 2023**.

If you are unable to meaningfully participate in this appeal under the above deadlines, please notify the Appeals Officer as soon as possible.

Due to delays in U.S. mail, we urge agencies and requesters to use email or the E-File Appeal Portal for all communications with the OOR to the extent possible.

Presently, the OOR is receiving postal mail on a limited basis. Accordingly, we urge agencies and requesters to use email for all communication with the OOR to the extent possible.

If you have any questions about this notice or the underlying appeal, please contact the Appeals Officer. The OOR is committed to working with agencies and requesters to ensure that the RTKL appeal process proceeds as fairly and as smoothly as possible.

The Right-to-Know Law Appeal Process

Please review this information carefully as it affects your legal rights.

The Office of Open Records (“OOR”) has received the enclosed appeal, which was filed under the Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101, et seq. A binding Final Determination will be issued by the OOR pursuant to the statutory timeline, subject to the notice of deadlines enclosed herein. If you have any questions, please contact the Appeals Officer assigned to this case. Contact information is included on the enclosed documents. **With limited exceptions, the Appeals Officer should be contacted through the E-File Portal.**

Submissions to the OOR

Both parties may submit evidence, legal argument, and general information to support their positions to the assigned Appeals Officer. Please contact the Appeals Officer as soon as possible.

Any information provided to the OOR must be provided to all parties involved in this appeal. Information submitted to the OOR will not be considered unless it is also shared with all parties.

Include the docket number on all submissions.

The agency may assert exemptions on appeal even if it did not assert them when the request was denied (*Levy v. Senate of Pa.*, 65 A.3d 361 (Pa. 2013)).

It is strongly advised that attorneys and other party representatives **file an Entry of Appearance** by uploading an Entry of Appearance form to the E-File Portal or completing the form at: <https://www.openrecords.pa.gov/Appeals/EntryOfAppearance.cfm>.

NOTE TO AGENCIES: If an Entry of Appearance is not filed, the AORO is responsible to inform attorneys and other party representatives of all docket activity.

Generally, submissions to the OOR — other than *in camera* records — will be public records. Do not include sensitive or personal information, such as Social Security numbers, on any submissions.

Agency Must Notify Third Parties

If records affect a legal or security interest of a third party; contain confidential, proprietary or trademarked records; or are held by a contractor or vendor, **the agency shall notify the Appeals Officer immediately.** The Appeals Officer may direct the agency to notify such parties of the appeal and provide proof of that notice.

If directed to provide notice, such notice will include: (1) A copy of all documents included with this letter; and (2) A statement advising relevant third parties that interested persons may request to participate in this appeal by contacting the Appeals Officer or completing the form at <https://www.openrecords.pa.gov/Appeals/DIPRequest.cfm>. (see 65 P.S. § 67.1101(c)).

The Commonwealth Court has held that “the burden [is] on third-party contractors... to prove by a preponderance of the evidence that the [requested] records are exempt.” (*Allegheny County Dep’t of Admin. Servs. v. A Second Chance, Inc.*, 13 A.3d 1025, 1042 (Pa. Commw. Ct. 2011)). A third party’s

Statements of Fact & Burden of Proof

Statements of fact **must** be supported by an affidavit or attestation made under penalty of perjury by a person with actual knowledge. Statements of fact or allegations submitted without an affidavit may not be considered.

Under the RTKL, the agency has the burden of proving that records are exempt from public access (see 65 P.S. § 67.708(a)(1)). **To meet this burden, the agency *must* provide evidence to the OOR.**

The law requires the agency position to be supported by sufficient facts and citation to all relevant sections of the RTKL, case law, and OOR Final Determinations.

An affidavit or attestation is required to prove that records do not exist.

Sample affidavits are on the OOR website, openrecords.pa.gov.

Any evidence or legal arguments not submitted or made to the OOR may be waived.

Preserving Responsive Records

The agency **must** preserve all potentially responsive records during the RTKL appeal process, including all proceedings before the OOR and any subsequent appeals to court.

Failure to properly preserve records may result in the agency being sanctioned by a court for acting in bad faith.

See *Lockwood v. City of Scranton*, 2019-CV-3668 (Lackawanna County Court of Common Pleas), holding that an agency had “a mandatory duty” to preserve records after receiving a RTKL request. Also see generally *Uniontown Newspapers, Inc. v. Pa. Dep’t of Corr.*, 185 A.3d 1161 (Pa. Commw. Ct. 2018), holding that “a fee award holds an agency accountable for its conduct during the RTKL process...”

Mediation

The OOR offers a mediation program as an alternative to the standard appeal process. To participate in the mediation program, both parties must agree in writing.

The agency must preserve all potentially responsive records during the RTKL appeal process. Mediation is a voluntary, informal process to help parties reach a mutually agreeable settlement. The OOR has had great success in mediating RTKL cases.

If mediation is successful, the requester will withdraw the appeal. This ensures that the case will not proceed to court — saving both sides time and money.

Either party can end mediation at any time.

If mediation is unsuccessful, both parties will be able to make submissions to the OOR as outlined on this document, and the OOR will have no less than 30 calendar days from the conclusion of the mediation process to issue a Final Determination.

Parties are encouraged to consider the OOR's mediation program as an alternative way to resolve disputes under the RTKL.

failure to participate in a RTKL appeal before the OOR, after receiving notice, may be construed as a waiver of objections regarding release of requested records.

If either party has questions about this requirement, they should immediately contact the Appeals Officer.



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OFFICE OF OPEN RECORDS

APPEALS OFFICER:

Blake Eilers, Esq.

CONTACT INFORMATION:

Commonwealth of Pennsylvania
Office of Open Records
333 Market Street, 16th Floor
Harrisburg, PA 17101-2234

PHONE:

(717) 346-9903

FACSIMILE:

(717) 425-5343

**Preferred method of contact and
submission of information:**

E-FILE PORTAL

**PARTIES WITHOUT COMPUTER OR INTERNET ACCESS SHOULD PROCEED BY MAIL
OR FACSIMILE**

**Please direct submissions and correspondence related to this appeal to the above Appeals Officer.
Please include the case name and docket number on all submissions.**

You must copy the other party on everything you submit to the OOR.

The OOR website, <https://openrecords.pa.gov>, is searchable and both parties are encouraged to review prior final determinations involving similar records and fees that may impact this appeal.

REQUEST TO PARTICIPATE BEFORE THE OOR

Please accept this as a Request to Participate in a currently pending appeal before the Office of Open Records. The statements made herein and in any attachments are true and correct to the best of my knowledge, information and belief. I understand this statement is made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

NOTE: The requester filing the appeal with the OOR is a named party in the proceeding and is NOT required to complete this form.

OOR Docket No: _____

Today's date: _____

Name: _____

PUBLIC RECORD NOTICE: ALL FILINGS WITH THE OOR WILL BE PUBLIC RECORDS AND SUBJECT TO PUBLIC ACCESS WITH LIMITED EXCEPTION. IF YOU DO NOT WANT TO INCLUDE PERSONAL CONTACT INFORMATION IN A PUBLICLY ACCESSIBLE RECORD, PLEASE PROVIDE ALTERNATE CONTACT INFORMATION IN ORDER TO RECEIVE FUTURE CORRESPONDENCE RELATED TO THIS APPEAL.

Address/City/State/Zip _____

E-mail _____

Fax Number: _____

Name of Requester: _____

Address/City/State/Zip _____

Telephone/Fax Number: _____ / _____

E-mail _____

Name of Agency: _____

Address/City/State/Zip _____

Telephone/Fax Number: _____ / _____

E-mail _____

Record at issue: _____

I have a direct interest in the record(s) at issue as (check all that apply):

- An employee of the agency
- The owner of a record containing confidential or proprietary information or trademarked records
- A contractor or vendor
- Other: (attach additional pages if necessary) _____

I have attached a copy of all evidence and arguments I wish to submit in support of my position.

Respectfully submitted, _____ (must be signed)

Please submit this form to the Appeals Officer assigned to the appeal. Remember to copy all parties on this correspondence. The Office of Open Records will not consider direct interest filings submitted after a Final Determination has been issued in the appeal.



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OFFICE OF OPEN RECORDS

IN THE MATTER OF

CARMELA CILIBERTI,
Requester

v.

AVON GROVE SCHOOL DISTRICT,
Respondent

Docket No.: AP 2023-1904

This correspondence confirms the above-referenced Requester's agreement to an additional sixty (60) day extension of time to issue a Final Determination in this matter as indicated in the Requester's appeal form. Accordingly, pursuant to 65 P.S. § 67.110l(b)(l), the Office of Open Records will now issue a Final Determination in the above-captioned matter on or before November 22, 2023.



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MEDIATION NOTICE

Appeals before the Office of Open Records (OOR) are stayed for seven business days pending the parties' decision to participate in the OOR's Informal Mediation Program.

The Parties may agree to mediation. To participate in mediation, the Parties must submit a completed copy of the attached Mediation Agreement. If both Parties agree to mediation, the appeal will be further stayed, and the Parties will be contacted by an OOR Mediator to begin the mediation process.

The Parties may decline mediation. If either Party declines to participate in mediation or fails to submit a signed Mediation Agreement within seven business days:

- The record will remain open for seven additional business days for the parties to submit evidence and argument in support of their positions; and
- The OOR will decide the appeal and issue a Final Determination by the date set forth in the attached Official Notice of Appeal.

Even if mediation is declined at this time, the Parties may agree to mediate the dispute at any time prior to a Final Determination being issued, and the appeal will be stayed pending mediation.

Questions. If the Parties have questions about mediation or what to expect during the mediation process, please email the assigned Appeals Officer or visit the OOR's website at <https://www.openrecords.pa.gov/Appeals/Mediation.cfm>.



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OFFICE OF OPEN RECORDS

OOB MEDIATION AGREEMENT

OOB Dkt. No. 2023-1904

Requester Name: Ciliberti, Carmela

Agency Name: Avon Grove School District

The Requester and Agency (collectively, the "Parties") agree to participate in the OOR's Informal Mediation Program to resolve the matters at issue in this appeal.

The Parties agree to participate in the mediation process in good faith. If the Parties agree, there may be more than one session if the Mediator determines that the appeal could be resolved. The Parties acknowledge that mediation sessions are not open to the public and the content of discussions during mediation is confidential and not admissible as evidence in this appeal.

The Parties agree to extend the Final Determination deadline in this appeal for 30 calendar days beyond the conclusion of the mediation process or, if the Requester agreed to grant the OOR a 30-day extension on the appeal form initiating this appeal, the Final Determination deadline will include that extension. If the Requester does not withdraw the appeal, the Mediator will indicate the conclusion of the mediation process in writing if further mediation sessions are not likely to result in a resolution of the dispute. The Parties acknowledge that this Mediation Agreement, the Requester's withdrawal, and the OOR's withdrawal acknowledgement will be included in the OOR's administrative appeal file and subject to public access.

Upon receipt of this completed Mediation Agreement, a Mediator will contact the Parties to establish a mutually convenient date, time and location to conduct a joint mediation session.

Requester Signature: _____ Date: _____

Agency Representative Signature: _____ Date: _____

From: no-reply@openrecordspennsylvania.com
To: contact@carmelaciliberti.com
Subject: [External] PA Office of Open Records - Appeal Confirmation
Date: Saturday, August 12, 2023 3:47:26 PM
Attachments: oor_logo_email.png

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).



pennsylvania
OFFICE OF OPEN RECORDS

You have filed an appeal of an agency's response to a request for records under the Right-to-Know Law.

Name:	Carmela Ciliberti
Company:	
Address 1:	208 Ferguson Street
Address 2:	
City:	New London
State:	Pennsylvania
Zip:	19352
Phone:	302-584-3594
Email:	contact@carmelaciliberti.com
Email2:	czbc@comcast.net
Agency (list):	Avon Grove School District
Agency Address 1:	375 S. Jennersville Road
Agency Address 2:	
Agency City:	West Grove
Agency State:	Pennsylvania

Agency Zip:	19390
Agency Phone:	
Agency Email:	dcarsley@avongrove.org
Records at Issue in this Appeal:	See attached cover letter. Due to the file attachment limitations, I am submitting my appeal in two parts. Part 1 includes the cover letter and my original request for records (RTK). Part 2 includes Avon Grove School District's (District) response.
Request Submitted to Agency Via:	e-mail
Request Date:	06/19/2023
Response Date:	06/26/2023
Deemed Denied:	No
Agency Open Records Officer:	Mr. Daniel Carsley
Attached a copy of my request for records:	Yes
Attached a copy of all responses from the Agency regarding my request:	Yes
Attached any letters or notices extending the Agency's time to respond to my request:	Yes
Agree to permit the OOR additional time to issue a final determination:	60 Days
Interested in resolving this issue through OOR mediation:	Yes
Attachments:	<ul style="list-style-type: none">• Appeal Cover Letter.pdf

Requester Checklist and District Response.pdf

- RTK - AGMS Sexual Content - Checklist.pdf
- RTK - AGMS Sexual Content - Cover Letter.pdf
- RTK - AGMS Sexual Content - Email Request.pdf
- RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf
- RTK - AGMS Sexual Content - Request Form.pdf

I requested the listed records from the Agency named above. By submitting this form, I am appealing the Agency's denial, partial denial, or deemed denial because the requested records are public records in the possession, custody or control of the Agency; the records do not qualify for any exemptions under § 708 of the RTKL, are not protected by a privilege, and are not exempt under any Federal or State law or regulation; and the request was sufficiently specific.

Name: Carmela Ciliberti
Company:
Address 1: 208 Ferguson Street
Address 2:
City: New London
State: Pennsylvania
Zip: 19352
Phone: 302-584-3594
Email: contact@carmelaciliberti.com
Email2: czbc@comcast.net
Agency (list): Avon Grove School District
Agency Address 1: 375 S. Jennersville Road
Agency Address 2:
Agency City: West Grove
Agency State: Pennsylvania
Agency Zip: 19390
Agency Phone:
Agency Email: dcarsley@avongrove.org
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Request Date: 06/19/2023
Response Date: 06/26/2023
Deemed Denied: No
Agency Open Records Officer: Mr. Daniel Carsley
Attached a copy of my request for records: Yes
Attached a copy of all responses from the Agency regarding my request: Yes
Attached any letters or notices extending the Agency's time to respond to my request: Yes

**Agree to permit the OOR
additional time to issue a
final determination:** 60 Days

**Interested in resolving this
issue through OOR
mediation:** Yes

Attachments:

- Appeal Cover Letter.pdf
- Requester Checklist and District Response.pdf
- RTK - AGMS Sexual Content - Checklist.pdf
- RTK - AGMS Sexual Content - Cover Letter.pdf
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August 12, 2023

Submitted Online via <https://www.openrecords.pa.gov/Appeals/AppealForm.cfm>

Deputy Chief Counsel
Commonwealth of Pennsylvania
Office of Open Records
333 Market Street, 16th Floor
Harrisburg, PA 17101

RE: Appeal of Avon Grove School District Response & Bad Faith Determination

Dear Deputy Chief Counsel,

Due to the file attachment limitations of the online portal, I am submitting my appeal in two parts. Part 1 includes this cover letter and my original request for records (RTK). Part 2 includes Avon Grove School District's (District) response.

BACKGROUND

Sometime between the end of May and June 16th, 2023, posters containing sexual content were displayed in the hallways of the Avon Grove Middle School. (See RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf) The community was outraged. Concerned parents contacted the district and the posters were removed.

On June 14, 2023, a video documenting the issue was released and garnered more than 2,000 views across various platforms. (See <https://rumble.com/v2u6qos-avon-grove-school-districts-sexualization-of-middle-schoolers.html>) The District was aware of the video and the questions it raised:

“Which employee discussed sexual attraction, child prostitution, and erotic photography with 12 year old children? Were children exposed to obscene materials during these discussions? Which employee thought it was appropriate to hang sexual content in the middle school for all children to see? What actions were taken by the school district?”

On June 19, 2023, I submitted a Right to Know Request to the District. The submission cover letter explained the purpose of the request:

“Recently it was brought to my attention that posters made by students containing sexual themes were displayed in the halls of the middle school. The purpose of my request is to obtain the needed information to perform an audit. This audit will determine the extent of failure presented by this specific incident and identify systemic issues within the school district. The result of this audit will inform whether a public complaint is submitted in accordance with Avon Grove’s Policy Manual Code 906 - Public Complaints. Attached to this email you will find a completed Right to Know request form and a list of the documents requested titled “RTK - AGMS Sexual Content - Checklist.” ”

APPEAL OF DISTRICT RESPONSE & BAD FAITH DETERMINATION

The RTK Checklist (Checklist) was a comprehensive user-friendly guide organized in a logical sequence. The Checklist began with a high-level overview of the incident and drilled down to corrective actions. The Checklist was based on the District’s Policy Manual and cited applicable sections. (See RTK - AGMS Sexual Content – Checklist. See also District Policy Manual <https://go.boarddocs.com/pa/avongrove/Board.nsf/Public?open&id=policies#>) For ease of review, I have included a copy of the Checklist with the District’s responses noted in red. (See Requester Checklist and District Response.pdf)

In response to the Checklist, the District provided three documents: 1. Employment Contract, 2. TIMS print screens, and 3. an email. Of the three documents, only the Employment Contract met the spirit of the request. The TIMS print screens did not include the names of the educators. (See District Response – TIMS.pdf) The email, which included a mere courtesy copy to the District’s solicitor, was redacted citing attorney client privilege. (See District Response – Email 6.8.23.pdf) The District failed to provide an affidavit demonstrating the email was privileged.

The District denied the request for “District Information Technology Resources history / content accessed at the location and for the duration of poster creation” as not sufficiently specific citing 65 P.S. §67.703. The District failed to provide an affidavit demonstrating how the specific date, time, and location of the request were insufficiently specific to obtain web browser history.

The District also denied the request for video surveillance of the hallway where the posters were displayed citing 65 P.S. §67.708(b)(3). The District failed to provide an affidavit demonstrating how the disclosure of the video would create a reasonable likelihood of endangering the safety or the physical security of a building.

The District failed to address each line item in the Checklist instead utilizing the organization of the Checklist as a pretext to dismiss entire sections. For example, the Checklist contained a list of records that would be reviewed during the normal course of an internal investigation. Rather than provide the records, the District dismissed the section stating it did not conduct such an investigation internally.

Where the District did provide a response to line items, it repeatedly stated: “Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.” The District’s response is suspect for two reasons: 1. the District provided TIMS information for two employees supervising the activity, therefor demonstrating that the District did have some

records in connection with the event and 2. the District failed to include an appropriate affidavit demonstrating a search was conducted in good faith upon receipt of the request.

Due to the District's repeated use of conclusory statements, absence of affidavits or attestations, and lack of response to more than a third of the records requested, in addition to the appeal, a Bad Faith Determination is requested.

I thank you for your diligence in this matter.
Respectfully,



Carmela Z. Ciliberti, Esq

Attachments:

Original Request for Records:

- RTK - AGMS Sexual Content - Email Request.pdf
- RTK - AGMS Sexual Content - Cover Letter.pdf
- RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf
- RTK - AGMS Sexual Content - Request Form.pdf
- RTK - AGMS Sexual Content - Checklist.pdf

Response from District:

- District Response - Email 30 Extension.pdf
- District Response - Response Form 6.26.23.pdf
- District Response - Email Final Response.pdf
- District Response - Response Form 7.26.23.pdf
- District Response - Response Language 7.26.23.pdf
- District Response - Collective Bargaining Agreement.pdf
- District Response - Email 6.8.23.pdf
- District Response - TIMS.pdf

Requester Checklist and District Response.pdf

RTK – AGMS Sexual Content Checklist

Request for production of any documents or electronically stored information, to include but not limited to writings, video, and images related to the following areas:

Poster Incident: General Information	
<i>Topic / Reference</i>	<i>Description</i>
<p>Poster Creation</p> <ul style="list-style-type: none"> – Policy Manual 105.2 Exemption from Instruction – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 308 / 508 Employment Contract – Policy Manual 317 / 517 Disciplinary Procedures – Policy Manual 618 Student Activity Funds 	<ul style="list-style-type: none"> a. Location, Date, and Time - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. b. Educator or employee(s) directing and/or supervising the activity Granted in part, denied in part. All subparts of this item are denied as to educator or employee(s) directing the activity. The District is not required to create a record that does not exist. Please see the subparts for employees supervising the activity. <ul style="list-style-type: none"> i. Employment contract - Granted. ii. Educator(s) certifications - Granted. iii. Date of last Title IX Training – Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. iv. Professional study: course approval / tuition reimbursement - Denied. The request is insufficiently specific. See 65 P.S. 67.703. v. Evaluations - Denied. See 65 P.S. 67.708(b)(7)(ii). vi. Disciplinary actions - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. c. Indicate whether posters were created as part of curricular, interscholastic, co-curricular, extracurricular, non-school organization, group, or individual If a class: <ul style="list-style-type: none"> i. Board approval of curriculum, lesson plan, etc. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. ii. Parental notification ‘opt in/out’ - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. If a club or group:

RTK – AGMS Sexual Content Checklist

	<ul style="list-style-type: none"> iii. Board approval - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. iv. Funding - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. v. Parent permission to participate - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. d. Age of each participating student - The District is not required to create a record that does not exist. See 65 P.S. 67.705.
<p>Poster Content</p> <ul style="list-style-type: none"> - Policy Manual 237 Electronic Devices - Policy Manual 815 Acceptable Use Policy for Digital & Information Technology 	<ul style="list-style-type: none"> a. District Information Technology Resources history / content accessed at the location and for the duration of poster creation - Denied. The request is not sufficiently specific. See 65 P.S. 67.703. b. Student Electronic Devices history / content accessed at the location and for the duration of poster creation - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
<p>Poster Display</p> <ul style="list-style-type: none"> - Policy Manual 220 Student Expression - Policy Manual 816 Use of Video / Audio Surveillance - Policy Manual 819 Notification of Board Members of “Serious” Events 	<ul style="list-style-type: none"> a. Location and duration of display (include video surveillance.) - Denied. See 65 P.S. §67.708(b)(3). b. Educator or employee(s) directing and/or supervising the display of posters - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. c. Educator or employee(s) responsible for hanging posters (ladder was required for those hung near ceiling) - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. d. Application, review, approval, or denial of poster display in accordance with Policy Manual 220. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. e. Policy or Standard Operating Procedure addressing the inspection of school property for the display of unauthorized materials. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. f. If no application was submitted or application was denied: <ul style="list-style-type: none"> i. Report of the discovery of unauthorized material. - The District is not required to create a record that does not exist. See 65 P.S. 67.705. ii. Notification of incident to board members. - Denied. Attorney-client privilege.

RTK – AGMS Sexual Content Checklist

Poster Incident: Disciplinary Actions – Displaying Unauthorized Materials (if display was not approved)	
Educator / Employee Records – Policy Manual 308 / 508 Employment Contract – Policy Manual 317 / 517 Disciplinary Procedures	a. For educator or employee(s) who actively participated in the display of the posters: i. Employment contract ii. Date of last Title IX Training iii. Professional study: course approval / tuition reimbursement iv. Evaluations v. Disciplinary actions Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Educator / Employee Disciplinary Actions – Policy Manual 317 / 517 Disciplinary Procedures	a. Disciplinary action taken against responsible educator or employee(s) for failure to monitor school property for unauthorized content. b. Disciplinary actions taken against educator or employee(s) for posting unauthorized material Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Student Disciplinary Actions – Policy Manual 220 Student Expression – Policy Manual 218 Student Discipline	a. Disciplinary actions taken against student(s) for posting unauthorized material Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Poster Incident: Disciplinary Actions –Imposing Political Beliefs on Anyone in the School System	
Educator / Employee Records – Policy Manual 317 / 517 Disciplinary Procedures – Policy Manual 321 / 521 Political Activities	a. Investigation and disciplinary actions taken against educator or employee(s) for partaking in political Pride Month activities on school property and during school time Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Internal Investigation Subsequent to Poster Incident	
Denied. The District does not have records related to an internal investigation subsequent to a “Poster Incident”. The District is not required to create records that do not exist. See 65 P.S. 67.705.	
<i>Topic / Reference</i>	<i>Description</i>
Conduct of Internal Investigation – Policy Manual 105 Curriculum Development	a. Superintendent i. Employment Contract

RTK – AGMS Sexual Content Checklist

<ul style="list-style-type: none"> - Policy Manual 105.1 Curriculum Review by Parents & Students - Policy Manual 107 Adoption of Courses of Study - Policy Manual 108 Adoption of Textbooks - Policy Manual 109 Resource Materials - Policy Manual 111 Lesson Plans - Policy Manual 119 Current Events - Policy Manual 122 Co-Curricular Activities - Policy Manual 237 Electronic Devices - Policy Manual 300 Code of Professional Practice and Conduct for Educators - Policy Manual 308 / 508 Employment Contract - Policy Manual 317 / 317 Disciplinary Procedures - Policy Manual 317.1 / 517.1 Investigation of Suspected Employee Wrongdoing 	<ul style="list-style-type: none"> ii. Evaluations b. Designee responsible for disciplinary rules for violations of Board policies, administrative regulations, rules and procedures <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations c. Designee responsible for reporting to the Pennsylvania Department of Education discovery of any educator against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations d. Disciplinary Procedures / Rules for violations of Board policies, administrative regulations, rules, and procedures e. Title IX Training Program f. Date of last Title IX Training for all district employees, vendors, contractors, and/or volunteers (as required) serving the middle school g. Date of acknowledgement of Code of Professional Practice and Conduct for all educators serving in the middle school h. Curriculum, course of study, lesson plan, textbook, resource material, co-curricular activity, and/or club charter containing the following topics: <ul style="list-style-type: none"> - Sexual Attraction - Sexuality of any kind (i.e. heterosexual, transgender, bisexual, pansexual, gay, lesbian, bestiality, furry fetish, etc.) - Prostitution or Sex work - Erotic Art or Artists - Current events: Pride Month i. Age of each middle school student at the time of poster display
<p>Obscene Materials and Sexual Abuse</p> <ul style="list-style-type: none"> - 18 Pa.C.S.A. Crimes and Offenses § 5903. Obscene and other sexual materials and performances - Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students 	<ul style="list-style-type: none"> a. Findings of investigation opened for potential exposure to obscene materials, sexual abuse, and/or sexual misconduct during creation of the posters <ul style="list-style-type: none"> i. Between employee and students ii. Between 14-year-olds and younger children
<p>Sexual Harassment, Hazing, or Bullying Affecting Students</p>	<ul style="list-style-type: none"> a. Findings of investigation opened for potential sexual harassment, hazing, or bullying affecting students:

RTK – AGMS Sexual Content Checklist

<ul style="list-style-type: none"> – Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 247 Hazing – Policy Manual 249 Bullying 	<ul style="list-style-type: none"> i. Teacher disciplines or grades students differently based on sexual orientation or religious creed. ii. Classmates harass or bully a peer because of their sexual orientation or religious creed. iii. Teacher repeatedly makes sexual comments to a student. iv. Classmate repeatedly makes sexual comments or gestures or subjects a peer to sexually offensive images.
<p>Discrimination and Harassment Affecting Staff</p> <ul style="list-style-type: none"> – Policy Manual 104 Discrimination / Title IX Sexual Harassment Affecting Staff – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 326 Compliant Policy 	<ul style="list-style-type: none"> a. Findings of investigation opened for potential discrimination, harassment, and/or hostile work environment based on employee’s sexual orientation or religious creed.

Carmela Ciliberti

From: Carmela Ciliberti
Sent: Monday, June 19, 2023 1:02 PM
To: 'dcarsley@avongrove.org'
Cc: Carmela Ciliberti; 'agschoolbd@avongrove.org'; 'mmarchese@avongrove.org'
Subject: Right to Know Request - Display of Posters with Sexual Content in Middle School
Attachments: RTK - AGMS Sexual Content - Cover Letter.pdf; RTK - AGMS Sexual Content - Checklist.pdf; RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf; RTK - AGMS Sexual Content - Request Form.pdf

Dear Mr. Carsley,

Please find attached documents:

RTK - AGMS Sexual Content - Cover Letter.pdf
RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf
RTK - AGMS Sexual Content - Request Form.pdf
RTK - AGMS Sexual Content - Checklist.pdf

Thank you,



Carmela Z. Ciliberti, Esq
208 Ferguson Street
New London, PA 19352
302-584-3594

Carmela
CILIBERTI

208 Ferguson Street
New London, PA 19352
(302) 584-3594
contact@CarmelaCiliberti.com
www.CarmelaCiliberti.com

June 20, 2023

By Email.

Mr. Daniel Carsley
Avon Grove School District
375 S. Jennersville Road
West Grove, PA 19390-8401
dcarsley@avongrove.org

RE: Right to Know Request - Display of Posters with Sexual Content in Middle School

Dear Mr. Carsley,

I am a resident of the Avon Grove School District Region II. Recently it was brought to my attention that posters made by students containing sexual themes were displayed in the halls of the middle school. (See Exhibits 1 through 5.)

The purpose of my request is to obtain the needed information to perform an audit. This audit will determine the extent of failure presented by this specific incident and identify systemic issues within the school district. The result of this audit will inform whether a public complaint is submitted in accordance with Avon Grove's Policy Manual Code 906 - Public Complaints.

Attached to this email you will find a completed Right to Know request form and a list of the documents requested titled "RTK - AGMS Sexual Content - Checklist."

Your prompt attention to this request is appreciated.

Regards,



Carmela Z. Ciliberti, Esq

Attachments:

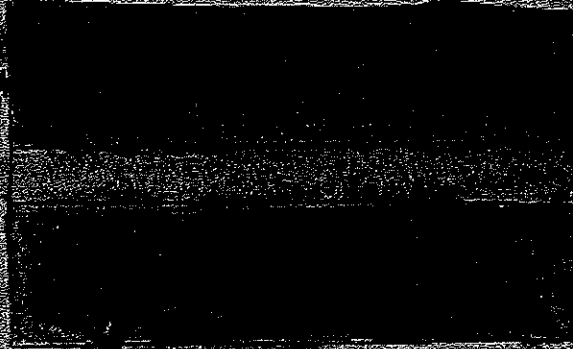
RTK - AGMS Sexual Content - Exhibits 1 through 5.pdf
RTK - AGMS Sexual Content - Request Form.pdf
RTK - AGMS Sexual Content - Checklist.pdf

CC:

Board of Directors - agschoolbd@avongrove.org
Superintendent - mmarchese@avongrove.org

Bisexuality

Purple represents
Other genders
→



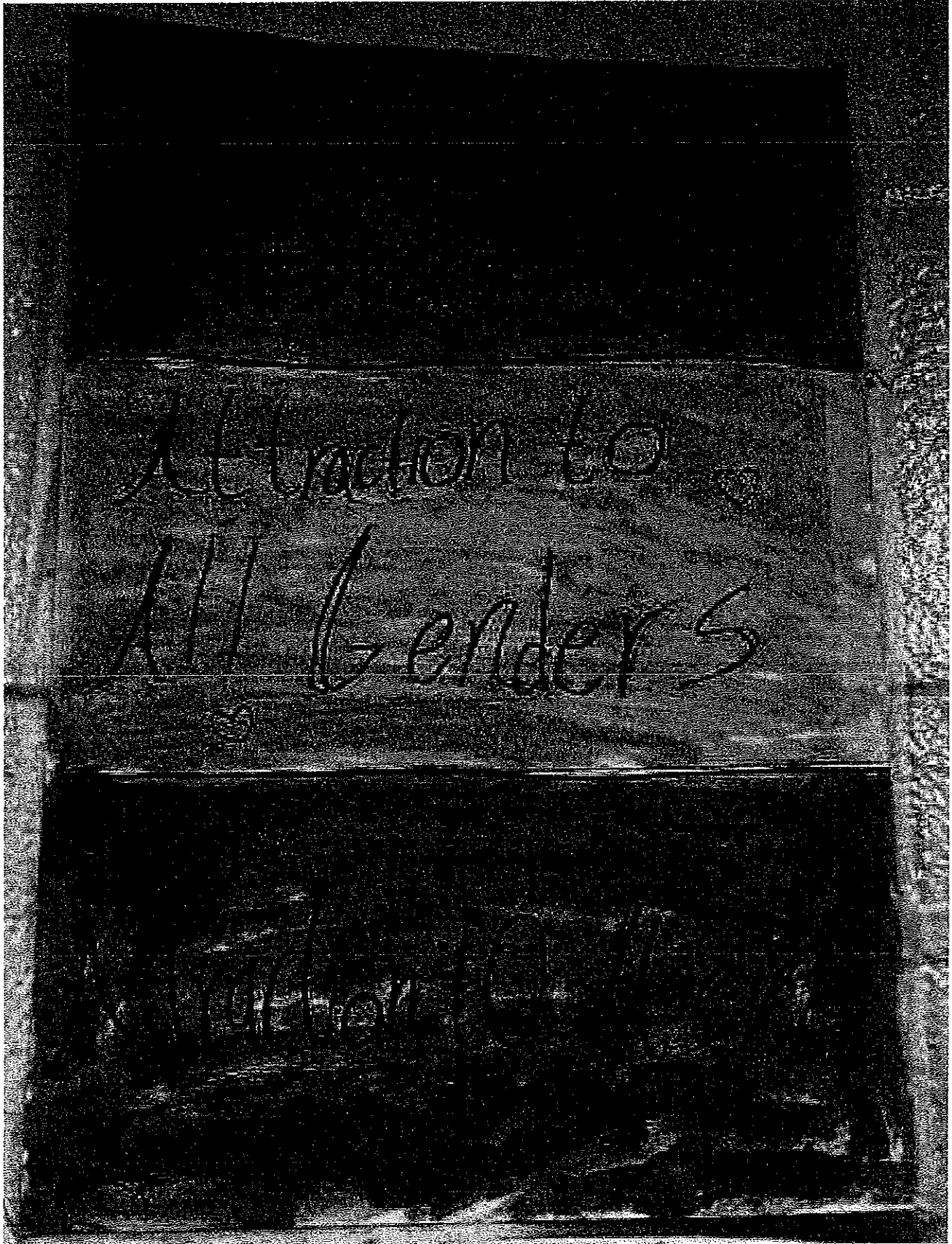
Pink means
Sexual Attraction
to Same sex

Blue means opposite
Sexual Attraction

Definition: Being Sexually or Romantically
Attracted to people of more than one sex or
gender

No, We are Not Gay

No, We are Not Straight
WE



Marsha P. Johnson
Marsha was a transgender
Woman who was a victim
of a hate crime.
Her body was found floating
In the Hudson River We
Still don't know the whole
Story to her death

"If I wait for
someone else to
validate my existence
will mean that I'm
shortchanging myself"

Zade Miller

LESBIAN PERSECUTION

Lesbians were burn-
ed at the stake or hung
because the pilgrims
thought that lesbians were
devil worshipers



Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: Avon Grove School District (Attn: AORO)

Date of Request: June 20, 2023 Submitted via: Email U.S. Mail Fax In Person

PERSON MAKING REQUEST:

Name: Carmela Ciliberti Company (if applicable): _____

Mailing Address: 208 Ferguson Street

City: New London State: PA Zip: 19352 Email: contact@carmelaciliberti.com

Telephone: 302-584-3594 Fax: _____

How do you prefer to be contacted if the agency has questions? Telephone Email U.S. Mail

RECORDS REQUESTED: *Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.*

See attached RTK - AGMS Sexual Content Checklist

A combination of printed, electronic, or in-person inspection of records is acceptable.

- DO YOU WANT COPIES?** Yes, printed copies (*default if none are checked*)
 Yes, electronic copies preferred if available
 No, in-person inspection of records preferred (*may request copies later*)

Do you want certified copies? Yes (*may be subject to additional costs*) No
RTKL requests may require payment or prepayment of fees. See the Official RTKL Fee Schedule for more details.

Please notify me if fees associated with this request will be more than \$100 (or) \$ _____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? Yes No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: Granted Partially Granted & Denied Denied Cost to Requester: \$ _____

Appropriate third parties notified and given an opportunity to object to the release of requested records.

RTK – AGMS Sexual Content Checklist

Request for production of any documents or electronically stored information, to include but not limited to writings, video, and images related to the following areas:

Poster Incident: General Information	
<i>Topic / Reference</i>	<i>Description</i>
<p>Poster Creation</p> <ul style="list-style-type: none"> - Policy Manual 105.2 Exemption from Instruction - Policy Manual 300 Code of Professional Practice and Conduct for Educators - Policy Manual 308 / 508 Employment Contract - Policy Manual 317 / 517 Disciplinary Procedures - Policy Manual 618 Student Activity Funds 	<ul style="list-style-type: none"> a. Location, Date, and Time b. Educator or employee(s) directing and/or supervising the activity <ul style="list-style-type: none"> i. Employment contract ii. Educator(s) certifications iii. Date of last Title IX Training iv. Professional study: course approval / tuition reimbursement v. Evaluations vi. Disciplinary actions c. Indicate whether posters were created as part of curricular, interscholastic, co-curricular, extracurricular, non-school organization, group, or individual <ul style="list-style-type: none"> If a class: <ul style="list-style-type: none"> i. Board approval of curriculum, lesson plan, etc. ii. Parental notification 'opt in/out' If a club or group: <ul style="list-style-type: none"> iii. Board approval iv. Funding v. Parent permission to participate d. Age of each participating student
<p>Poster Content</p> <ul style="list-style-type: none"> - Policy Manual 237 Electronic Devices - Policy Manual 815 Acceptable Use Policy for Digital & Information Technology 	<ul style="list-style-type: none"> a. District Information Technology Resources history / content accessed at the location and for the duration of poster creation b. Student Electronic Devices history / content accessed at the location and for the duration of poster creation

RTK – AGMS Sexual Content Checklist

Poster Incident: General Information (cont.)	
<i>Topic / Reference</i>	<i>Description</i>
Poster Display – Policy Manual 220 Student Expression – Policy Manual 816 Use of Video / Audio Surveillance – Policy Manual 819 Notification of Board Members of “Serious” Events	a. Location and duration of display (include video surveillance.) b. Educator or employee(s) directing and/or supervising the display of posters c. Educator or employee(s) responsible for hanging posters (ladder was required for those hung near ceiling) d. Application, review, approval, or denial of poster display in accordance with Policy Manual 220. e. Policy or Standard Operating Procedure addressing the inspection of school property for the display of unauthorized materials. f. If no application was submitted or application was denied: i. Report of the discovery of unauthorized material. ii. Notification of incident to board members.

Poster Incident: Disciplinary Actions – Displaying Unauthorized Materials (if display was not approved)	
Educator / Employee Records – Policy Manual 308 / 508 Employment Contract – Policy Manual 317 / 517 Disciplinary Procedures	a. For educator or employee(s) who actively participated in the display of the posters: i. Employment contract ii. Date of last Title IX Training iii. Professional study: course approval / tuition reimbursement iv. Evaluations v. Disciplinary actions
Educator / Employee Disciplinary Actions – Policy Manual 317 / 517 Disciplinary Procedures	a. Disciplinary action taken against responsible educator or employee(s) for failure to monitor school property for unauthorized content. b. Disciplinary actions taken against educator or employee(s) for posting unauthorized material
Student Disciplinary Actions – Policy Manual 220 Student Expression – Policy Manual 218 Student Discipline	a. Disciplinary actions taken against student(s) for posting unauthorized material

Poster Incident: Disciplinary Actions –Imposing Political Beliefs on Anyone in the School System	
Educator / Employee Records – Policy Manual 317 / 517 Disciplinary Procedures – Policy Manual 321 / 521 Political Activities	a. Investigation and disciplinary actions taken against educator or employee(s) for partaking in political Pride Month activities on school property and during school time

RTK – AGMS Sexual Content Checklist

Internal Investigation Subsequent to Poster Incident	
<i>Topic / Reference</i>	<i>Description</i>
<p>Conduct of Internal Investigation</p> <ul style="list-style-type: none"> - Policy Manual 105 Curriculum Development - Policy Manual 105.1 Curriculum Review by Parents & Students - Policy Manual 107 Adoption of Courses of Study - Policy Manual 108 Adoption of Textbooks - Policy Manual 109 Resource Materials - Policy Manual 111 Lesson Plans - Policy Manual 119 Current Events - Policy Manual 122 Co-Curricular Activities - Policy Manual 237 Electronic Devices - Policy Manual 300 Code of Professional Practice and Conduct for Educators - Policy Manual 308 / 508 Employment Contract - Policy Manual 317 / 317 Disciplinary Procedures - Policy Manual 317.1 / 517.1 Investigation of Suspected Employee Wrongdoing 	<ul style="list-style-type: none"> a. Superintendent <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations b. Designee responsible for disciplinary rules for violations of Board policies, administrative regulations, rules and procedures <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations c. Designee responsible for reporting to the Pennsylvania Department of Education discovery of any educator against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations d. Disciplinary Procedures / Rules for violations of Board policies, administrative regulations, rules, and procedures e. Title IX Training Program f. Date of last Title IX Training for all district employees, vendors, contractors, and/or volunteers (as required) serving the middle school g. Date of acknowledgement of Code of Professional Practice and Conduct for all educators serving in the middle school h. Curriculum, course of study, lesson plan, textbook, resource material, co-curricular activity, and/or club charter containing the following topics: <ul style="list-style-type: none"> - Sexual Attraction - Sexuality of any kind (i.e. heterosexual, transgender, bisexual, pansexual, gay, lesbian, bestiality, furry fetish, etc.) - Prostitution or Sex work - Erotic Art or Artists - Current events: Pride Month i. Age of each middle school student at the time of poster display

RTK – AGMS Sexual Content Checklist

Internal Investigation Subsequent to Poster Incident (cont.)	
<i>Topic / Reference</i>	<i>Description</i>
<p>Obscene Materials and Sexual Abuse</p> <ul style="list-style-type: none"> – 18 Pa.C.S.A. Crimes and Offenses § 5903. Obscene and other sexual materials and performances – Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students 	<p>a. Findings of investigation opened for potential exposure to obscene materials, sexual abuse, and/or sexual misconduct during creation of the posters</p> <ul style="list-style-type: none"> i. Between employee and students ii. Between 14-year-olds and younger children
<p>Sexual Harassment, Hazing, or Bullying Affecting Students</p> <ul style="list-style-type: none"> – Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 247 Hazing – Policy Manual 249 Bullying 	<p>a. Findings of investigation opened for potential sexual harassment, hazing, or bullying affecting students:</p> <ul style="list-style-type: none"> i. Teacher disciplines or grades students differently based on sexual orientation or religious creed. ii. Classmates harass or bully a peer because of their sexual orientation or religious creed. iii. Teacher repeatedly makes sexual comments to a student. iv. Classmate repeatedly makes sexual comments or gestures or subjects a peer to sexually offensive images.
<p>Discrimination and Harassment Affecting Staff</p> <ul style="list-style-type: none"> – Policy Manual 104 Discrimination / Title IX Sexual Harassment Affecting Staff – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 326 Compliant Policy 	<p>a. Findings of investigation opened for potential discrimination, harassment, and/or hostile work environment based on employee’s sexual orientation or religious creed.</p>

Name: Carmela Ciliberti
Company:
Address 1: 208 Ferguson Street
Address 2:
City: New London
State: Pennsylvania
Zip: 19352
Phone: 302-584-3594
Email: contact@carmelaciliberti.com
Email2: czbc@comcast.net
Agency (list): Avon Grove School District
Agency Address 1: 375 S. Jennersville Road
Agency Address 2:
Agency City: West Grove
Agency State: Pennsylvania
Agency Zip: 19390
Agency Phone:
Agency Email: dcarsley@avongrove.org
Records at Issue in this Appeal: Part 2 Due to the file attachment limitations, I am submitting my appeal in two parts. Part 1 includes the cover letter and my original request for records (RTK). Part 2 includes Avon Grove School District's (District) response.
Request Submitted to Agency Via: e-mail
Request Date: 06/19/2023
Response Date: 06/26/2023
Deemed Denied: No
Agency Open Records Officer: Mr. Daniel Carsley
Attached a copy of my request for records: Yes
Attached a copy of all responses from the Agency regarding my request: Yes
Attached any letters or notices extending the Agency's time to respond to my request: Yes

**Agree to permit the OOR
additional time to issue a
final determination:** 60 Days

**Interested in resolving this
issue through OOR
mediation:** Yes

Attachments:

- District Response - Collective Bargaining Agreement.PDF
- District Response - Email 6.8.23.PDF
- District Response - Email 30 Extension.pdf
- District Response - Email Final Response.pdf
- District Response - Response Form 6.26.23.pdf
- District Response - Response Form 7.26.23.pdf
- District Response - Response Language 7.26.23.pdf
- District Response - TIMS.PDF
- Requester Checklist and District Response.pdf

I requested the listed records from the Agency named above. By submitting this form, I am appealing the Agency's denial, partial denial, or deemed denial because the requested records are public records in the possession, custody or control of the Agency; the records do not qualify for any exemptions under § 708 of the RTKL, are not protected by a privilege, and are not exempt under any Federal or State law or regulation; and the request was sufficiently specific.

**801.2 Response to Request for Access to Public Records of
Avon Grove School District**

I. Information Requested

A written request from requester, Carmela Ciliberti, for public records was received by the Open Records Officer, on 6/19/2023. The request was submitted in person, by mail, by facsimile or by email. The request is for inspection, duplication, or both. The medium requested for release is electronic (e.g. paper, electronic, or other), which should be sent to the requester at contact@carmelaciliberti.com or will be picked up at the administration office located at 375 South Jennersville Road.

II. Request Granted

- Requester is hereby granted the request on _____.
- The requested public records are available for inspection at the administration building during regular business hours.
- The requested copies of public records are available for pick up at the administration office during regular business hours.
- The requested copies of public records are attached in pdf format.
- Copying fees are estimated to exceed \$100.00 and prepayment is required in the amount detailed in the attached sheet.

III. Written Notice of Review

- The requester is hereby sent a Written Notice of Review on 6/26/2023.

The request is being reviewed for the following reason(s):

- The request for access requires redaction of a public record.
- The request for access requires the retrieval of a record stored in a remote location.
- A timely response to the request for access cannot be accomplished due to staffing limitations.
- Legal review is necessary to determine whether the record is a public record subject to access under the Right-to-Know Law.
- The requester has not complied with the Board's Right-to-Know policy in the following manner: _____.
- The requester refuses to pay applicable fees.

- The extent and nature of the request precludes a response within the required time period.
- Following the review, a response to the request will be provided no later than 7/26/2023.
- An estimate of applicable fees owed when the record becomes available is attached hereto.

IV. Denial

The requester is hereby denied access to _____
either in whole or in part, because

This denial is being issued by the Open Records Officer, on _____.

If requester chooses to appeal this denial of access, the requester may appeal to the Office of Open Records within fifteen (15) business days of the mailing date of this response denying the request or fifteen (15) days of a deemed denial. Should the requester choose to appeal the decision to the Office of Open Records, the appeal should be sent to: Office of Open Records, 333Market Street, 16th Floor, Harrisburg, PA 17101-2234. For more information, please see the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.1101, *et seq.*

V. Open Records Officer Information

Name: Daniel R. Carsley

Title: Director of Business Administration / Chief Financial Officer

Business Address: 375 South Jennersville Road, West Grove, PA 19390

Business Telephone: 610-869-2441

Open Records Officer Signature 

Date: 6/26/2023

Carmela Ciliberti

From: Gialloreto, Brenda <bgialloreto@avongrove.org> on behalf of Carsley, Daniel <dcarsley@avongrove.org>
Sent: Wednesday, July 26, 2023 4:34 PM
To: Carmela Ciliberti
Cc: Carsley, Daniel; Gialloreto, Brenda
Subject: RTK Response
Attachments: Response Form 7.26.23.pdf; Response Language 7.26.23.pdf; Collective Bargaining Agreement.PDF; TIMS.PDF; Email 6.8.23.PDF

Good afternoon Ms. Ciliberti,

Attached please find the final response to your Right to Know request dated 06/19/2023, along with the corresponding pdf attachments. Kindly reply all to confirm receipt of this final response, which will serve to close our file on this request. Should you have any questions you may contact me at the email or phone number listed. Thank you.

Sincerely,

Daniel Carsley
Director of Business Administration / CFO Avon Grove School District
610-869-2441 x 50200
dcarsley@avongrove.org

**801.2 Response to Request for Access to Public Records of
Avon Grove School District**

I. Information Requested

A written request from requester, Carmela Ciliberti, for public records was received by the Open Records Officer, on 6/19/2023. The request was submitted in person, by mail, by facsimile or by email. The request is for inspection, duplication, or both. The medium requested for release is electronic (e.g. paper, electronic, or other), which should be sent to the requester at contact@carmelaciliberti.com or will be picked up at the administration office located at 375 South Jennersville Road.

II. Request Granted

- Requester is hereby granted the request on 7/26/2023.
- The requested public records are available for inspection at the administration building during regular business hours.
- The requested copies of public records are available for pick up at the administration office during regular business hours.
- The requested copies of public records are attached in pdf format. **See Attachments: Response Language 7.26.23, Collective Bargaining Agreement, and TIMS.**
- Copying fees are estimated to exceed \$100.00 and prepayment is required in the amount detailed in the attached sheet.

III. Written Notice of Review

- The requester is hereby sent a Written Notice of Review on _____.

The request is being reviewed for the following reason(s):

- The request for access requires redaction of a public record.
- The request for access requires the retrieval of a record stored in a remote location.
- A timely response to the request for access cannot be accomplished due to staffing limitations.
- Legal review is necessary to determine whether the record is a public record subject to access under the Right-to-Know Law.
- The requester has not complied with the Board's Right-to-Know policy in the following manner: _____.
- The requester refuses to pay applicable fees.

- The extent and nature of the request precludes a response within the required time period.
- Following the review, a response to the request will be provided no later than _____.
- An estimate of applicable fees owed when the record becomes available is attached hereto.

IV. Denial

The requester is hereby denied access to - See PDF Attachments: Response Language 7.26.23 & Email 6.8.23 either in whole or in part, because: Records do not exist, requested items are insufficiently specific, or requested items are attorney-client privileged. See PDF Attachment: Response Language 7.26.23. This denial is being issued by the Open Records Officer, on 7/26/2023.

If requester chooses to appeal this denial of access, the requester may appeal to the Office of Open Records within fifteen (15) business days of the mailing date of this response denying the request or fifteen (15) days of a deemed denial. Should the requester choose to appeal the decision to the Office of Open Records, the appeal should be sent to: Office of Open Records, 333Market Street, 16th Floor, Harrisburg, PA 17101-2234. For more information, please see the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.1101, *et seq.*

V. Open Records Officer Information

Name: Daniel R. Carsley

Title: Director of Business Administration / Chief Financial Officer

Business Address: 375 South Jennersville Road, West Grove, PA 19390

Business Telephone: 610-869-2441

Open Records Officer Signature 

Date: 7/26/2023

Pages 1-4, Topic/Reference Column. Granted:

<https://go.boarddocs.com/pa/avongrove/Board.nsf/Public>

Page 1, Poster Incident: General Information, Poster Creation, Description Column

a. Location, Date and Time. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

b. Educator or employee(s) directing and/or supervising the activity. Granted in part, denied in part. All subparts of this item are denied as to educator or employee(s) directing the activity. The District is not required to create a record that does not exist. Please see the subparts for employees supervising the activity.

i. Employment contract. Granted.

ii. Educator(s) certifications. Granted.

iii. Date of last Title IX training. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

iv. Professional study: course approval/tuition reimbursement. Denied. The request is insufficiently specific. See 65 P.S. 67.703.

v. Evaluations. Denied. See 65 P.S. 67.708(b)(7)(ii).

vi. Disciplinary actions. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

c. Indicate whether the posters were created as part of a curricular, interscholastic, co-curricular, extracurricular, non-school organization, group or individual.

If a class:

i. Board approval of curriculum, lesson plan, etc. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

ii. Parental notification 'opt in/out' Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

If a club or group:

iii. Board approval. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

iv. Funding. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

v. Parent permission to participate. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

d. Age of each participating student. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Page 1, Poster Incident: General Information, Poster Content, Description Column

a. District Information Technology Resources history/content accessed at the location and for the duration of poster creation. Denied. The request is not sufficiently specific. See 65 P.S. 67.703.

b. Student Electronic Device history/content accessed at the location and for the duration of poster creation. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Page 2, Poster Incident: General Information, Poster Display, Description Column

a. Location and duration of display (include video surveillance). Denied. See 65 P.S. §67.708(b)(3).

b. Educator or employee(s) directing and /or supervising the display of posters. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

c. Educator or employee(s) responsible for hanging posters (ladder was required for those hung near the ceiling). Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

d. Application, review, approval, or denial of poster display in accordance with Policy Manual 220. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

e. Policy or Standard Operating Procedure addressing inspection of school property for the display of unauthorized materials. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

f. If no application was submitted or application was denied:

i. Report of discovery of unauthorized material. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

ii. Notification incident to board members. Denied. Attorney-client privilege.

Page 2, Poster Incident: Disciplinary Actions—Displaying Unauthorized Materials (if display was not approved), Educator/Employee Records, Description Column

a. For educator or employee(s) who actively participated in the display of the posters:

i. Employment contract.

ii. Date of last Title IX training.

iii. Professional study: course approval/tuition reimbursement.

iv. Evaluations.

v. Disciplinary actions.

Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Page 2, Poster Incident: Disciplinary Actions—Displaying Unauthorized Materials (if display was not approved), Educator/Employee Disciplinary Actions, Description Column

a. Disciplinary action taken against responsible educator or employee(s) for failure to monitor school property for unauthorized content. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

b. Disciplinary actions taken against educator or employee(s) for posting unauthorized material. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Page 2, Poster Incident: Disciplinary Actions—Displaying Unauthorized Materials (if display was not approved), Student Disciplinary Actions, Description Column

a. Disciplinary actions taken against student(s) for posting unauthorized material. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Page 2, Poster Incident: Disciplinary Actions – Imposing Political Beliefs on Anyone in the School System, Educator/Employee Records, Description Column

a. Investigation and disciplinary actions taken against educator or employee(s) for partaking in political Pride Month activities on school property and during school time. Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Pages 3 & 4, Internal Investigation Subsequent to Poster Incident, Description Column

Denied. The District does not have records related to an internal investigation subsequent to a “Poster Incident”. The District is not required to create records that do not exist. See 65 P.S. 67.705.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE AVON GROVE BOARD OF SCHOOL DIRECTORS
AND
THE AVON GROVE EDUCATION ASSOCIATION**

July 1, 2022 – June 30, 2026

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE AVON GROVE BOARD OF SCHOOL DIRECTORS
AND
THE AVON GROVE EDUCATION ASSOCIATION
2022-2026**

1.0 RECOGNITION AND MANAGEMENT RIGHTS

1.1 RECOGNITION

The Board of School Directors ("Board") hereby recognizes the Avon Grove Education Association ("Association") as the exclusive and sole representative for collective bargaining for all professional employees, temporary professional employees, part-time professional employees, school psychologists, and long-term professional substitutes (hereinafter referred to as "employees") as certified and determined by the Pennsylvania Labor Relations Board. Department chairpersons and Athletic Directors shall not be excluded from this group. Long-term professional substitutes are defined as individuals who work ninety (90) consecutive days or longer for a teacher who is on an approved leave of absence.

1.2 TERMS AND CONDITIONS

Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

1.3 AUTHORITY

The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the Commonwealth of Pennsylvania and of the United States, and all rights pertaining to the setting of managerial policy.

1.4 SUPERCEDEURE

The articles of this Agreement shall supercede Board policy, rules or regulations dealing with the same issue if the policy, rule or regulation contradicts the terms of this Agreement.

1.5 DISTRIBUTION OF CONTRACT

Copies of this Agreement shall be distributed only electronically by the District to all members of the bargaining unit within thirty (30) calendar days after the signing of this Agreement. Employees hired after the signing of this Agreement will, at the District's expense, receive an electronic copy of this Agreement at the time they are hired.

2.0 TERMS OF AGREEMENT

The Agreement shall begin July 1, 2022 and shall continue in full force and effect until June 30, 2026 or until such date as the two parties may hereafter agree to be the extended ending date.

3.0 NO STRIKE - NO LOCK OUT

Both parties agree to abide faithfully by the provisions of the Pennsylvania Bargaining Laws, Act 195 and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement and the Board pledges that it will not conduct or cause to be conducted a lock-out during the term of this Agreement. Further the Association pledges that it will take such positive action as may be necessary to ensure bargaining unit compliance with this no-strike pledge.

4.0 WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any items, whether contained herein, or not, during the life of this Agreement, unless agreed upon by both parties.

5.0 SEVERABILITY

If any provision of this Agreement or any application of the Agreement is held to be contrary to law, then such provision shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

6.0 COMPENSATION, SCHOOL WORK YEAR, WORK DAY

6.1 SCHOOL WORK YEAR

6.1-1 The school year shall consist of not more than:

- (a) One Hundred Eighty-Two (182) student class days;

Effective July 1, 2022, counselors will work the following number of days:

Elementary Counselors per year	July 1 – June 30	195 Total work days
Secondary Counselors per year	July 1 – June 30	205 Total work days

The scheduling of the extra work days will be a collaborative process, between each Counselor and his/her building principal, with the goal of providing a maximum benefit to the students.

Counselors shall be paid their individual per diem rate for each of the extra work days scheduled outside of the regular school year.

(b) Seven (7) scheduled in-service days; one of the scheduled in-service days at the beginning of the year must have no meetings scheduled so teachers may use it for classroom preparation. A second day, grading day for the faculty of schools on a semester schedule, of the scheduled in-service days will be scheduled prior to the date when the schools' midterm grades are due to the building principals. Schools on a trimester schedule will work this in-service day as assigned by the Administration. A third day, grading day for the faculty of schools on a trimester schedule, of the scheduled in-service days will be scheduled prior to the date that second trimester grades are due to the building principals. Schools on a semester schedule will work this in-service day as assigned by the Administration;

(c) One (1) non-scheduled in-service day: each teacher may elect to use the one (1) day at the beginning of the school year for classroom preparation or one (1) day at the end of the school year for classroom closing. No meetings shall be scheduled for such teachers during such day.

(d) One (1) evening activity of not more than three (3) hours;

(e) Four (4) parent-teacher conference nights of not more than three (3) hours each. Employees will be afforded release time equal to evening conference time. Additional evening conferences may be scheduled if agreed upon by the Superintendent and the Association. Compensation for these additional evening conferences beyond the four (4) parent-teacher conference nights will be at the Extra Professional Activities Rate (Appendix E). Employees of the bargaining unit assigned to the High school will not participate in Spring Conferences but will have full student days instead;

(f) Three (3) days of orientation for new teachers. The Association will be granted 2 hours from one of these days to work with the new teachers;

(g) The Administration may schedule special events/activities outside of the normal workday. Employees who agree to participate shall be paid additional compensation at the Extra Activities Rate (Appendix E).

(h) Beginning in the 2022-2023 school year, both parties agree to the scheduling of Flexible Professional Learning opportunities for certain District-designated in-service days.

Flexible Professional Learning opportunities may only be earned through District-approved courses. These courses may be face-to-face, blended, or entirely online.

Flexible Professional Learning shall include the following options for each designated in-service day.

1. Independently completed online course work. (Credits/hours granted are based upon successful course completion.)
2. Proctored after-school sessions for online course work. (Credits/hours granted are based upon time spent attending the session.)
3. Attendance on in-service day as designated on school calendar.
4. Face-to-face courses scheduled outside of working hours. (Credits/hours granted are based upon time spent attending the session.)
5. Individualized Professional Learning activities approved by the Building Administration.

A group comprised of members of the District Administration and the Association will review each new blended and online course. The goal of the review will be to provide feedback to the District in order to confirm the length of time necessary to complete the course. Each association group member will earn equivalent time for each course completed and an additional 30 minutes per course to provide feedback to the district.

(i) Teachers who are assisting longer term per diem substitutes with lesson planning and grading at the request of the Principal shall receive the following compensation at the Extra Activities Rate per week:

4 hours = assistance with planning
2 hours = assistance with grading

(j) The Association and the Administration will execute a mutually agreed to Memorandum of Understanding (MOU) to govern the implementation and delivery of online learning courses. This MOU will begin at the start of the 2023-2024 school year and will be in effect through the duration of this contract.

6.1-2 PART-TIME EMPLOYEES

Part-time employees will work one (1) evening activity of not more than three (3) hours.

Part-time employees will work two (2) parent-teacher conference nights of not more than three (3) hours. Part-time employees will be afforded release time equal to the evening conference time. Additional evening conferences may be scheduled if agreed upon by the Superintendent and Association. Compensation for these additional evening conferences

beyond the two (2) parent-teacher conference nights will be at the Extra Activities Rate (Appendix E), or appropriate compensatory time.

Part-time employees required to attend all-day in-service programs, scheduled or non-scheduled, shall be compensated at the employee's per diem rate.

6.2 BASE SALARY

"Base Salary" for each employee for each year is defined as the salary paid each employee for the school work year (as defined in 6.1), excluding statutorily required special education payments, tuition refunds, or supplemental contracts.

6.2-1 PAY PERIODS

There are twenty-six (26) pay periods each fiscal year. Paychecks will be distributed every other Friday. The pay dates for each year of the term of this contract is set forth in Appendix H attached to this contract.

An alternate twenty-two (22) pay period option is offered each year for employees to receive payments through the school term only. This option does not provide payments during the summer.

6.3 NORMAL WORK DAY

6.3-1 During the term of this contract, the normal workday will be seven hours and thirty minutes, said length of time to include lunch and a planning period. The planning period for elementary teachers will be defined as a duty free, continuous planning period of no less than 40 minutes for full time employees and 20 minutes for part time employees (50%). It is understood and agreed upon by the Board and the Association that the length of the daily planning period may differ among the schools and that the elementary teacher's planning period will approximate the amount of planning time at the secondary level on a weekly time frame. A part-time professional employee is one who is regularly scheduled to work less than six (6) hours a day, five (5) or fewer days a week, or less than thirty (30) hours per week during the school year. A full-time professional employee is one who works six (6) hours or more a day, five (5) or more days a week, or more than thirty (30) hours per week during the school year.

In addition, the Board, or its agents, may schedule two (2) meetings per month which may extend the employee work day an additional 45 minutes. The schoolwork year for part-time employees shall include one (1) meeting per month, which may extend the workday an additional forty-five (45) minutes. Each meeting shall be announced at least three (3) days prior to the meeting. If an employee is assigned to report for duty in addition to the normal work day, and agrees to such assignment, the employee shall receive additional compensation at the hourly rate stipulated in this Agreement at the Extra Activities Rate (Appendix E), or appropriate compensatory time.

6.3-2 The beginning and the ending of the normal workday for employees will be determined by the building principals. The building principals will inform employees of the beginning and end of the normal workday at the start of the school year. Individual requests to begin work either before or after the scheduled normal workday will be considered by the building principal as long as the minimum workday is completed by the employee.

6.3-3 PART-TIME EMPLOYEES

A. Part-time employees whose professional responsibilities end on or before 12:00 p.m. will not be required to return for after school meetings which start at the end of the regularly scheduled workday. Building principals may accommodate these part-time employees by scheduling meetings at the end of the part-time employee's work day, informing the part-time employee of the nature and content of the meeting, or by mutual agreement between the building principal and part-time employee.

B. At the discretion of the building principal, and approved by the Superintendent, part-time employees may be required to attend all scheduled in-service days prior to the first student day of the school year. These employees shall be compensated for this additional time at their appropriate per diem rate.

6.3-4 DUTIES

A. Professional employees may be assigned to duties (monitoring halls, buses, and other duties as deemed necessary by the building principals) at anytime during the regular workday with the exception of one scheduled continuous planning period and duty free lunch. Such duties will be assigned by the building principals to those professional employees who are available at the particular time to assume responsibility for the duties. Assigned attendance at meetings concerning ISTs, IEPs, MDTs, or meetings of a similar nature, should be considered a duty. Such meetings or activities will not be routinely scheduled during a continuous planning period or duty free lunch.

B. Assignment of Non-Instructional Duties

A committee of three selected by the Association will be established on an annual basis for the purpose of reviewing the non-instructional duty and homeroom assignments for equitability. This committee will advise the Administration on the equity of the assignments. The Administration will endeavor to institute the recommendations of the committee in the assignment of non-instructional duties in a timely manner.

Should the recommendations of this committee not be acceptable to the building principal, the committee may then appeal to the superintendent and ultimately the Board in order to rectify the problem. This process may not continue beyond appeal at the Board level.

6.3-5 EMERGENCIES

In the event of an emergency situation as determined by the building principal, professional employees may be requested to cover classes or be given assigned duties during their

scheduled planning period. Such employees will be paid the Extra Professional Activities Rate (Appendix E) for the loss of the planning period.

6.4 SALARY DETERMINATION

New employees with previous experience will be placed at a salary agreed upon by the candidate and the school district to correspond to a step on the appropriate salary guide, or a fraction thereof, and thereafter move on the appropriate guide each school year, one step at a time.

6.5 SUPPLEMENTAL CONTRACTS

6.5-1 Employees who are parties to athletic supplemental contracts listed in Appendix B-1 of this Agreement shall be entitled to compensation under such supplemental contracts as set forth in Appendix B-1.

Employees who are parties to non-athletic supplemental contracts listed in Appendix B-2 shall be entitled to compensation under such supplemental contracts as set forth in Appendix B-2.

The Board and the Association will develop a committee to review athletic and non-athletic supplementals as found in Appendix B. The committee shall be made up equally of members of the Administration and members appointed by the Association. The Committee shall review all positions, compensation, and season length. This review will commence within 30 days of the execution of this agreement. The review will conclude on or before one hundred and twenty (120) days after the committee's first official meeting.

6.5-2 The listing of such rates on the attached Appendices B-1 and B-2 shall not be interpreted to require that such supplemental contracts may be given only to members of the bargaining unit, or that the programs referred to in such supplemental contracts are to continue for the life of this Agreement.

6.5-3 When the School District decides to fill a vacancy in an extra-curricular, supplemental, or coaching position, the District will advertise such position within the bargaining unit and elsewhere. Preference will be given to an applicant within the bargaining unit, provided such applicant is the most qualified.

6.5-4 All supplemental contracts shall be distributed to recipients fifteen (15) days prior to the beginning of the activity or on the first day of the school year in which the contract will be in force. If the position is not filled at the beginning of the school year, then the contract will be made available at the time the individual is employed in the position.

6.5-5 Supplemental contracts are not grievable under the grievance procedure described in this contract. Instead, disagreements related to the supplemental contracts will be resolved in a process to be decided through the Meet and Discuss procedure.

6.6 ABSENCES

If the employee is absent, for reasons other than those provided in Section 9.9 or an absence for which pay is required by the School Code, a day's pay for each day of such absence will be deducted from the employee's salary. A day's pay for teachers will be the base salary of the individual divided by the appropriate number of days in the school work year (as defined in 6.1). An employee must notify the building principal of intent to take days without pay as far in advance as possible.

6.7 SICK LEAVE

Employees in the bargaining unit shall be granted the number of sick leave days as allowed in the Pennsylvania School Code or 10 paid sick leave days, whichever is greater. Unused sick leave shall be accumulative from year to year without limit.

- A. Sick leave shall be interpreted to apply to absences due to illness of the employee.
- B. The employee may use up to seven (7) days of the ten (10) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his/her home.
- C. Part time employees and long term substitutes are entitled to a prorated share of the sick days.

6.8 EMERGENCY LEAVE FOR FAMILY ILLNESS

Employees shall be entitled to Emergency Leave for Family Illness Days to care for a member of his/her "immediate family" (as defined in Death in the Family of the Professional Employee Handbook) who is ill, with the following provisions:

One day of such leave accrues for each year of employment. Unused Emergency Leave for family illness shall be accumulative from year to year without limit.

Childbirth shall be considered sufficient reason for absence of the non-birthing parent for one day under this regulation.

A maximum of five (5) days can be taken in one year.

7.0 UNUSED SICK LEAVE

7.0-1 UNUSED SICK LEAVE

Upon resignation, retirement or furlough from the Avon Grove School District, after at least 10 years of service in the school district, the professional employee shall receive compensation at the following rates:

Number of Sick Days over 200 **\$60**

Number of Sick Days under and including 200 **\$55**

7.0-2 DEATH BENEFICIARY

In the event of the death of a professional employee, the value of the accumulated and unused sick and personal leave (as referred to in 7.0-1) will be forwarded to the beneficiary designated in the PA Retirement System.

8.0 RESIGNATION DURING SCHOOL TERM

If an employee resigns prior to the end of the school term, the employee shall be paid on a daily prorated basis for each school day of the current year during which he/she performed his/her responsibilities based on the number of workdays as specified in 6.1. The proration will be based on an employee's Base Salary (as defined in 6.2)

9.0 BENEFITS

9.0-1 Regular employees will, during a period of insurance coverage changes, and new employees will, at the time of hiring, complete whatever forms are required by the carrier and the school district. Thirty (30) days will be extended to the employee from the time of notification of the need to fill out additional forms so that the employee can comply. During this period coverage in effect will not lapse.

9.0-2 New employees must call the District Office to arrange a time to register. All the necessary forms will be given to the employee at registration. Registration should be before the employee's first workday. Written receipts will be provided all employees indicating proper application has been completed.

9.0-3 Should the employee fail to file forms during the thirty (30) days allowed, said employee is not covered.

9.0-4 Reinstatement of coverage will be upon receipt of proper forms or at such time as the carrier allows the employee to be admitted as a policy member.

9.0-5 Benefits for Part-Time Employees

Part-time employees shall be entitled to the following benefits: participation in the Pennsylvania Retirement System, Social Security System, pro-rated sick leave, pro-rated personal leave, income protection plan, and pro-rated continuing education benefits. Part-time employees working twenty (20) hours or more per week shall also be entitled to life insurance. If permitted by the Carrier, Part-time employees may purchase health benefits at the full cost of the premium.

During the term of this contract, should coverage for life insurance become available for part-time employees who work less than twenty (20) hours per week, such coverage shall be provided to part-time employees.

9.1 MEDICAL AND PRESCRIPTION INSURANCE FOR FULL-TIME EMPLOYEES.

9.1-1 Insurance Options

The District will provide to full-time employees the benefits set forth below to be provided by insurance or through a self-funded plan.

Medical Plan - HDI/HC1 with Integrated Prescription Drug

The Board will fund a portable Health Savings Account for each employee enrolled in the Qualified High Deductible Healthcare Plan as follows:

2022-2023: \$1,500 for Family/\$750 for Single

2023-2024: No contribution

2024-2025: No contribution

2025-2026: No contribution

9.1-2 Premium Share Payments by Employees

Employees will pay the following amounts of the premiums for their medical and prescription insurance:

2022-2023: 0%

2023-2024: 0%

2024-2025: 0%

2025-2026: 0%

If an excise tax should be instituted during the term of this agreement, or before a successor contract is reached, the Association and District agree that A) any healthcare plans offered

by the District that trigger an excise tax under the Patient Protection and Affordable Healthcare Act (ACA) will either be modified or eliminated by agreement of the parties, B) the District will have no authority to modify or eliminate any healthcare plan without the consent of the Association, and C) notwithstanding A and B above, within 30 days of when the excise tax provisions take effect no healthcare plan will be provided by the District that exceeds the excise tax thresholds established by the ACA.

9.1-3 Retirees

(1) Covered Retirees. Any full-time employee who retires into the Public School Employee Retirement System ("PSERS) after having at least thirty (30) years of service credit with PSERS and at least twenty-five (25) years of service with the Avon Grove School District may receive for himself/herself and his/her dependents the medical insurance plan including the prescription plan. The cost of the plan will be paid by the District, with the retiree paying each year to the District the annual premium cost as outlined below:

- A. Retiree Only Coverage – The retiree will pay the premium share listed in 9.1-2 for single coverage. The retiree healthcare and prescription plan will be the same as a current employee and will change as the current employee plan changes.
- B. Retiree and Dependent Coverage - The retiree will pay the premium share listed in 9.1-2 for single coverage. The retiree will pay 25% of the premium share of the cost of the difference between single coverage and dependent coverage.

In the event that the retiree and dependent each qualify for retiree coverage as a result of their employment in the district, the cost of the plan, including dependent coverage, will be paid by the District, with the retiree paying each year to the District the annual premium cost equal to the percentage of the contribution to the premium cost that the retiree was paying for medical and prescription insurance in their last year of service.

The retiree's payment for premium costs will be paid to the District monthly as designated by the District. This benefit shall continue until the retiree is eligible for coverage under a government provided plan in which case, all coverage to the retiree shall end. If the retiree should die prior to becoming eligible for a government provided plan, the dependents may elect to continue the insurance plan and shall pay 100% of the premium costs. A retiree who elects to opt out of the medical insurance plan shall be paid by the District the sum of \$3,500, per year paid semi-annually until the retiree is eligible for a government provided plan, or dies, whichever first occurs.

(2) Non-Covered Retirees. Any employee who retires in PSERS but who does not qualify for coverage as stated above may receive for himself/herself and their dependents the HD1/HC1 Plan with Integrated Prescription Drug. The cost of this insurance shall be borne entirely by the retiree. For this benefit, the retiree must pay to the School District an amount which is equivalent to the monthly premium for such coverage. Such monthly payments shall be made by the date designated by the District. This coverage may continue until the retiree is eligible for a government provided plan. If the retiree should die prior

to becoming eligible for a government provided plan, the dependents may elect to continue the insurance plan and shall continue to pay 100% of the premium costs.

9.1-4 Non-Participation. Any professional employee who elects not to participate in the medical insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

9.2 DENTAL INSURANCE

9.2-1 The Board shall provide group Dental Care Insurance for full-time employees and their eligible dependents. For the duration of the contract the employee shall pay, through payroll deduction, Two Dollars (\$2) per month toward single dental insurance and Five Dollars (\$5) per month toward family dental insurance.

9.2-2 Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

9.3 VISION INSURANCE

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better. The full-time employee contribution will be \$1.00 per month for employee only coverage, and \$2.00 per month for employee and any eligible dependent(s).

9.4 LIFE INSURANCE

9.4-1 The Board agrees to provide for a term life insurance policy for full-time employees and part-time employees who work twenty (20) hours or more per week in the amount of \$50,000.

9.4-2 Full-time employees and part-time employees working twenty (20) hours or more per week may purchase additional coverage of \$30,000 or \$50,000 by payroll deduction. The additional coverage is contingent upon participation of at least 75% of the bargaining unit.

Eligible employees may purchase additional coverage during an open enrollment period from September 1 through September 30 of the contract Year.

9.5 INCOME PROTECTION

The Board shall provide Income Protection for full-time employees and part-time employees as follows:

Accident and Sickness to Age 65

<u>Monthly Benefit</u>	<u>Elimination Period</u>
66 2/3% of salary (not to exceed \$4,000)	60 Calendar Days

9.6 CONTINUING EDUCATION

9.6-1 The Board will provide a maximum reimbursement in the amount of nine (9) times the per credit West Chester, In-state, Graduate Tuition Rate, per teacher, per year. The employee may be reimbursed for a maximum of nine (9) credits per year, not to exceed the dollar figure of the maximum reimbursement amount. In the event that the Superintendent of Schools requests that an employee earn an additional degree or certification and the employee agrees to so at a University and program approved by the Superintendent, tuition for that program will be reimbursed in full. That reimbursement will not be subtracted from the pool of reimbursement dollars listed below.

9.6-2 During a professional sabbatical leave, the Board will provide a maximum reimbursement amount of nine (9) times the per credit West Chester, In-state, Graduate Tuition Rate, per semester. During a health sabbatical, the Board will provide a maximum reimbursement amount of six (6) times the per credit West Chester, Instate, Graduate Tuition Rate per year.

9.6-3 The Board will not reimburse an amount in excess of the actual cost of tuition. Pre-approval of all course work is necessary. Payment of all courses shall be conditioned upon submission of a transcript showing a minimum grade of "B-" or equivalent in each course prior to payment. In courses graded as "pass" or "fail", a grade of "pass" shall be considered equivalent to "B-".

9.6-4 The reimbursement shall be upon completion of the course and verification of the grade. Reimbursement will be made according to the regular bill paying procedure.

9.6-5 Course credits for reimbursement purposes will accrue during the fiscal year (July 1 to June 30) based on the date the course commences.

9.6-6 In order for horizontal movement on the salary schedule to occur, two-thirds of the required credits (or 9 credits, whichever is the smaller amount), must be from a degree-granting college or university. This requirement does not apply should an employee have earned more than six (6) credits toward the next horizontal position on the salary scale as of July 1, 1996.

9.6-7 Courses must be graduate level from an accredited college or university that has a live instructor and that meets with students online or face-to-face. Such courses shall either be in the employee's subject area, or it shall be relevant to the employee's potential contribution to the education of children in this school district as determined by the Superintendent. Each course must be pre-approved by the Superintendent or designee. Under special circumstances the Superintendent or designee may approve undergraduate or continuing education courses which are not available at the graduate level or which are part required as part of a degree or certification program.

Tuition requests for reimbursement shall be entertained for employees who qualify according to one of the following categories:

- a. Courses leading to Level II certification;
- b. Courses for employees enrolled in Master's or Doctoral Programs;
- c. Courses for employees teaching or preparing to teach AP courses;
- d. Courses for employees taking a Sabbatical for purposes of professional development;
- e. Courses for employees in certification programs, which can include, but are not limited to Board Certified Behavior Analysis, ESL certificate, Autism certificate.
- f. Courses related to an employee's specific content area.

9.6-8 The School District and the Association agree to "cap" the dollar amount available for tuition reimbursement as follows:

July 1, 2022 through June 30, 2023 \$225,000

July 1, 2023 through June 30, 2024 \$250,000

July 1, 2024 through June 30, 2025 \$275,000

July 1, 2025 through June 30, 2026 \$275,000

9.6-9 As of January 31, 2013 and moving forward, all courses must meet the criteria listed in 9.6.7 for reimbursement and/or column movement. Courses taken beyond reimbursement eligibility must follow the same course approval procedure as courses submitted for reimbursement in order to be eligible for column movement. New employees hired after the ratification of this contract will not be granted horizontal movement for attainment of the Masters' Equivalency.

9.6-10 The employee shall make the District whole for all course work reimbursement if the employee's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District, furlough, death, or disability of the employee. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the school district.

9.6-11

During each school year of this agreement, tuition reimbursement funds will be divided into two portions according to course start date.

July 1 through December 31	("Summer/Fall")	50% of total annual pool
January 1 through June 30	("Winter/Spring")	50% of total annual pool

Within those two portions, the prorated pool will be further divided as follows:

60% Group One - Employees placed at Bachelors or Bachelors +15 in the school year in which the course begins.

40% Group Two - Employees placed at Masters, Masters +15, Masters +30, Masters +45, or Masters + 60 in the school year in which the course begins.

The following details the pre-approval and allocation process for these tuition reimbursement funds.

Summer/Fall

Applications for Summer/Fall course reimbursement will be accepted from April 15 at 4:00 p.m. EST through May 15 at 4:00 p.m. EST. No applications for Summer/Fall course reimbursement will be accepted after May 15 at 4:00 p.m. EST.

Pre-approvals will be processed, in order of the date and time the fully completed pre-approval form was received by the Personnel Office. In the event that the form is not fully completed, or that any required information is not provided, the pre-approval form will not be processed until the application is complete.

If tuition reimbursement pool dollars remain in the Group 1 pool after Group 1 pre-approvals are reviewed and approved, the money will be reallocated to Group 2.

If tuition reimbursement pool dollars remain in the Group 2 pool after Group 2 pre-approvals are reviewed and approved, the money will be reallocated to Group 1.

Winter/Spring

Applications for Winter/Spring course reimbursement will be accepted from October 15 at 4:00 p.m. EST through November 15 at 4:00 p.m. EST. No applications for Winter/Spring course reimbursement will be accepted after November 15 at 4:00 p.m. EST.

Pre-approvals will be processed, in order of the date and time the fully completed pre-approval form was received by the Personnel Office. In the event that the form is not fully completed, or that any required information is not provided, the pre-approval form will not be processed until the application is complete.

If tuition reimbursement pool dollars remain in the Group 1 pool after Group 1 pre-approvals are reviewed and approved, the money will be reallocated to Group 2.

If tuition reimbursement pool dollars remain in the Group 2 pool after Group 2 pre-approvals are reviewed and approved, the money will be reallocated to Group 1.

9.7 PERSONAL DAYS

9.7-1 Each employee will be granted personal days to be used at the employee's discretion with no loss of pay as follows:

Years of Service in the District	Number of Personal Days
Up to and including the 20 th year	2 Days
At the beginning of the 21 st year	3 Days

Any employee receiving 3 personal days prior to the beginning of the 2008-2009 school year will continue to receive 3 personal days regardless of the number of years of Service.

9.7-2 The qualifications on taking such a day are as follows:

- (a) request to be made, if possible, five (5) days before the day of leave;
- (b) request to be limited to 5% of the staff of each building, rounded up to the nearest whole number, on any given day;
- (c) request to be on a first come, first served basis;
- (d) requests will not be granted on first or last day of school except in case of emergency. The employee must finish end of the year schoolwork to the satisfaction of the building principal.

9.7-3. For unused personal days, an employee

shall carry over an unlimited number of unused personal days from year to year. The maximum number of personal days that may be used in one year is seven (7) with no more than five (5) being used consecutively.

9.8 BEREAVEMENT

9.8-1 Absence without loss of salary shall be allowed for a period not to exceed four (4) days upon the death of a member of the immediate family, which shall include husband, wife, child (including the unborn*), father, mother, brother, sister, parent-in-law, or upon the death of any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his/her home. This leave is in addition to 7.0-1 Sick Leave.

*The District may request documentation that a medical event has occurred.

9.8-2 Absence without loss of salary shall be allowed for the day of the funeral of a first cousin, grandparent, grandparent of a spouse, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, provided that the employee attends the funeral. This leave is in addition to 7.0-1 Sick Leave.

9.8-3 Any deviation from the one-day bereavement leave described in Section 9.8-2 shall be at the discretion of the Superintendent.

9.9 RELIGIOUS LEAVE

- a) Employees of the collective bargaining unit may take religious leave days in accordance with the Pennsylvania Human Relations Act (Title 43, Code Section 955.1). Employees may use a personal day, take a day without pay, or work compensatory time for a religious leave day.
- b) Employees should notify building principals at least a week in advance of the intent to take a religious leave day, and how that day is to be treated (i.e., personal day, day without pay, or compensatory time). It is recommended that members give more notice whenever possible.
- c) If an employee elects to work compensatory time the employee shall complete the Request for Compensatory Time for Religious Leave Days (Appendix D) and submit it to the building principal. Such time must be made up after the religious leave day is taken. All compensatory time must be made up by the end of the fiscal year (June 30) in which it is taken. Compensatory time may be made up during winter break, spring break, at the end of the school year, or at another time mutually acceptable to the employee and the building principal. An employee shall fulfill a compensatory time obligation by working the equivalent of a normal work day; an employee may not work off the obligation over several days on an "hourly" basis.
- d) Whenever possible, the employee should work off a compensatory time obligation under administrative supervision.

9.10 ASSOCIATION BUSINESS

9.10-1 Each school year, release time will be allowed for representatives of the Association to attend the P.S.E.A. or NEA conventions for a total of six (6) days with no loss of pay to the individual(s) involved, and without this day(s) be interpreted as personal day. The Association shall provide the Superintendent with a minimum of ten (10) days prior written notice of the names of Association members planning to attend such conventions. No individual shall be allowed to use more than three (3) days in a school year.

9.10-2 Each school year the Association will have the option of sending additional representatives to the same conventions, per school year, for a total of two (2) days with the Association paying the cost of the substitute(s) for this additional day(s). No individual shall be allowed to use more than three (3) days in a school year.

9.10-3 The President and Vice-President(s) of the Association will be permitted to perform his/her Association-related duties during the regular work day when not assigned to classroom instruction. The Association President and Vice-President(s) will not be assigned duties in order to complete Association-related business. In the case that two (2) Vice-Presidents work entirely in the same building, only one (1) duty free position will be offered. This position may be split between the two Vice-Presidents in coordination with the building administration. The Association President and Vice-President(s) may be released for Association-related business upon request of the Superintendent or his designee, and will not be penalized in any way for doing so.

9.11 INSURANCE CARRIER

9.11-1 In the event the Board changes the carrier, the new policy will provide insurance at least equal to the present coverage. This applies to any and all policies/coverages existing under the terms of this contract. All such policies/coverages are considered a part of this Agreement and are incorporated as such by reference.

9.11-2 The fringe benefits offered in Section Nine will be provided on the condition that the District is able to contract with any appropriate carrier to provide the above benefits.

9.12 SECTION 125 "CAFETERIA PLAN"

The School Board shall provide the employees a "cafeteria plan" which qualifies under Section 125 of the Internal Revenue Code which will permit employees who chose to participate the ability to pay their share of medical and prescription insurance premiums, and other qualified expenses, without including the amount of the premium payments and other qualified expenses as gross income for federal income tax purposes. The Board will provide such a cafeteria plan through the length of the contract and will pay the expenses for the establishment and administration of such plan.

10.0 MEDICAL VACCINATIONS

Each year of this contract, the School District will offer a location where employees may choose to receive medical vaccinations.

11.0 EMPLOYEE LIABILITY FOR ACTIONS IN THE COURSE OF EMPLOYMENT

11.0-1 It is the policy of the Avon Grove School District that no employee shall be subject to civil liability for any claims by third parties arising out of his/her employment except where the employee has engaged in a willful, intentional, or grossly negligent act in violation of the law, rules, or regulations of the Commonwealth or the Board.

11.0-2 The intent of this policy is that no employee shall suffer any civil liability from the lawful performance of his/her obligation as a professional employee.

11.0-3 The Board or its insurer, will provide legal counsel in all civil actions against employees arising out of their employment when the School District is not named a party.

11.0-4 Where the Board of the School District is named as a party in a civil action against an employee, the Board will provide counsel for both parties so long as the defense of the employee is consistent with that of the Board or the District.

11.0-5 Full cooperation by the employee concerned with the counsel provided by the Board or its insurer is a necessary condition of the benefits provided under this section.

11.0-6 An employee who believes that any circumstances have arisen which require application of this policy in her/his case must promptly notify the Superintendent of such circumstances. Upon such notification, the Superintendent or the insurer will investigate the problem and submit a report to the Board.

11.0-7 The Board reserves the right to determine as to any case that is settled prior to a judicial determination, that all the requirements of this policy are satisfied.

11.0-8 When time is necessarily lost by an employee in connection with any incident mentioned in this section and the employee has neither been found liable nor entered into a settlement agreement with the third party, such time shall not be charged against the employee and he/she shall suffer no loss of pay or fringe benefits.

12.0 PERSONNEL FILE

12.0-1 Any employee in the District may, during business hours, have access to his/her personnel file at the District Office, to review, comment on, or copy its contents and have the right to initial and date any page. This is the only recognized personnel file.

12.0-2 Employees shall receive full written disclosure of any information, situation or event having the potential to affect the employee's professional status, evaluation, or

reputation. Once cognizant of such information, situation, or event, the building principal shall submit the disclosure to the employee within ten (10) days. Failure of notification within the prescribed time limit shall preclude the use of such information in the state evaluation form regarding the employee. Excluded from this section are any allegations of professional employee misconduct related to the issues of child abuse (Act 151), sexual harassment, or any other federal or state regulation which in the sole judgment of the administration requires the protection of such information.

13.0 JOB POSTINGS

Contracted vacancies will be posted electronically where all employees can access information about how to apply.

13.1 Seniority and Furlough (i.e. Suspension in accordance with Section 1124 of the School Code or other applicable law)

1. Furloughs shall be in accordance with the School Code.
2. Seniority shall be calculated in accordance with the following rules:
 - a. Seniority shall be defined by the length of continuous service (including approved leaves of absence) in the school district calculated from the date of board approval of employment with the district or the first date of employment, whichever is earlier. If records do not exist as to the first date of work where that is earlier than the board approval date, the first work day of the school year shall be used.
 - b. In the event that two or more employees were approved for employment on the same day, and otherwise have the same seniority, it will be deemed that the employees have a tie in seniority, which will be broken by drawing names from a basket at a meeting scheduled on a date and time mutually agreed upon the parties. The affected employees shall have the right to attend this lottery.
 - c. During employment on a part-time basis in the bargaining unit, proportionate seniority credit shall be granted;
 - d. Fractional service shall be rounded to the nearest tenth of a year, both for purposes of part-time service and for service that is less than a year in length. For service that is less than a year in length, the fraction shall be determined by the number of work days employed during the year, divided by the total number of work days for that individual during the year. The fraction shall then be converted to a decimal and then rounded to the nearest tenth.
 - e. If there is a break in service, seniority shall not be counted for the time before the break in service or during the break in service. A break in service shall mean a time when there is no employment relationship between the School District and employee resulting from such things as retirement, resignation and dismissal.

3. The School District shall prepare a seniority list within thirty (30) calendar days of the effective date of the beginning of the school year and shall provide a copy to the Association.

a. The seniority list shall state the length of service and the areas of certification of each employee. It shall be organized with the employee with the most seniority at the top and the employee with the least seniority at the bottom.

b. The Association shall review the seniority list and shall advise the School District in writing within twenty (20) calendar days of its receipt of the seniority list whether it believes there are any errors in the seniority list.

c. In the event that the Association believes that there are errors, the Association shall identify those errors specifically and state the rationale for its position for each alleged error identified. The School District and the Association meet at a mutually convenient date within ten (10) calendar days to review the situation and to attempt to resolve all disputes. In the event that the parties cannot resolve their differences, they shall select a mutually agreeable arbitrator to act as an arbitrator to resolve the dispute. The decision of the arbitrator shall be final and binding and neither side may file an appeal. The parties agree that time is of the essence and that the arbitrator who can meet the soonest shall be utilized unless the parties mutually agree otherwise.

d. The seniority list shall be considered binding and not subject to attack except with regard to those situations specifically identified as stated above. When the disputes that may be identified above have been resolved in accordance with the foregoing procedures, the entire seniority list shall be deemed final and binding.

4. The seniority list shall be updated as employees are hired or assigned into the bargaining unit and as a break in service arises for any employees. A copy of the seniority list shall be provided to the Association on or about October 30 each year and upon request, provided that the Association will not make an unreasonable number of requests in any year. The parties agree to meet at least once a year no later than November 30 of each year, to review the seniority list. If there are any disputes as to the seniority list, it shall be resolved in accordance with the procedures set forth above.

5. Recall of Furloughed (i.e. Suspended) Professional Employees.

a. Furloughed (i.e. Suspended) professional employees shall be recalled according to their seniority in the school district, for both regular vacancies and temporary vacancies for which they are certified. Furloughed employees who accept a temporary vacancy shall maintain their spot on the recall list.

b. A recalled professional employee shall be placed on the salary schedule step following the step at the time of furlough, unless furloughed and recalled during the same work year.

c. A furloughed professional employee who is enrolled in a college program at the time a vacancy occurs for which he/she is in line to be recalled will be given the option of delaying the return to service until the end of that semester.

- d. A furloughed professional employee must report his/her current address and phone number and state the intent to accept a position when offered, to the Superintendent, prior to June 30 each year or lose all recall rights.
- e. A furloughed professional employee shall be covered by the district's medical, dental, vision and life insurance only at his/her own expense in accordance with the terms, conditions and limitations set forth in COBRA.

A furloughed professional employee who refuses an offer of a regular position (not long term substitute) loses recall rights.

14.0 JUST CAUSE

No employee shall be dismissed, disciplined, or reduced in rank or compensation without just cause.

15.0 DUES DEDUCTION

15.0-1 The Board agrees to make ten (10) equal deductions for the dues of A.G.E.A., P.S.E.A., and N.E.A. The Board will transmit the monies by check to the Avon Grove Education Association based upon sample form in Appendix G.

15.1 PACE DEDUCTIONS

Employees will be permitted to have a voluntary payroll deduction for the Political Action Committee for Educators deducted from their regular pays. The Board will transmit the monies by check to the Avon Grove Education Association. The form for deductions can be found in Appendix I.

16.0 MAINTENANCE OF MEMBERSHIP

16.0-1 It is mutually agreed that persons within the bargaining unit who have joined the A.G.E.A. or who joined the Association during the term of this Agreement shall remain members for the duration of this Agreement provided, however, that any such persons within the bargaining unit may resign from the Association during a period of ten (10) days each year between the dates of June 20th and June 30th.

16.0-2 The Bargaining Agent agrees to hold the employer harmless for any claims, demands, liability, or loss, including counsel fees and costs, that may be incurred by employer through its involvement in the administration of this Section.

17.0 NOTIFICATION OF TEACHING ASSIGNMENT

The Administration shall notify all members of the bargaining unit as to their teaching assignments for the subsequent school year no less than six (6) days prior to the last student day. The Administration reserves the right to change teaching assignments after notification as the need arises.

18.0 GRIEVANCE PROCEDURE

Purpose:

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions. Both parties are encouraged to meet informally as appropriate prior to, or at Steps 1 and 2 of the grievance process.

18.0-1 The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of interpretation of the terms of this Agreement is essential. A GRIEVANCE is defined as a complaint by an employee or employees regarding the meaning, interpretation, or application of any provision of this Agreement.

18.0-2 Grievances by members of the bargaining unit shall be presented in accordance with the four (4) step process which follows:

Step 1

- A. The Association, shall submit in writing on a form agreed to by the parties (Appendix F), to the building principal or other first level supervisor within fifteen (15) work* days after its occurrence.
- B. The building principal or other first level supervisor shall reply to the Association in writing, within ten (10) work* days after the initial presentation of the grievance.

Step 2

- A. If the action in Step 1 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be appealed to the Superintendent in writing within ten (10) work* days after the Association receives the decision of the first level supervisor.
- B. The Superintendent shall reply to the Association in writing within ten (10) work* days after his/her receipt of the grievance.

Step 3

- A. If the action in Step 2 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be appealed to the Board in writing within ten (10) work* days after the Association receives the decision of the Superintendent.
- B. The Board shall reply to the Association in writing within ten (10) work* days after the receipt of the grievance.

Step 4

If the action in Step 3 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195, within thirty (30) work* days of the receipt of the Board's answer.

18.0-3 Miscellaneous Provisions

- A. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board in Step 3 shall be final.

- B. Time limits provided for herein may be shortened or extended by agreement between the Association and the District.
- C. Steps or subsections of Steps provided herein may be waived by agreement between the Association and the District.
- D. Work days are defined as all days excluding Saturdays, Sundays, and Holidays.

19.0 TERM OF AGREEMENT AND IMPLEMENTATION

- A. Term. This term agreement will become effective July 1, 20122 and in effective through June 30, 2026.
- B. Implementation. The parties recognize that it will take a period of time to implement changes in an orderly manner. Consequently, changes shall be made as soon as reasonably practicable and shall be prospective only from the date of the change. Those changes that are self-executing shall be effective upon execution of this Agreement by both parties and shall be prospective only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested and their respective seals to be affixed on this the 29th day of Sept 2022.

AVON GROVE SCHOOL DISTRICT

AVON GROVE EDUCATION ASSOCIATION

BY:

BY:

Dorothy Lim
School Board President

Chantal Polson
Association President

ATTEST:

ATTEST:

Wendie Lee Kraft

Deborah Burrus

Date: 9.29.2022

Date: 9/29/22

APPENDIX A

SALARY SCHEDULES

All employees will advance on the salary schedules attached hereto as follows:

All employees will advance one step on the salary scale for the following years:

2023-2024

2024-2025

2025-2026

Beginning with the 2022-2023 school year, when appropriate and applicable, employees will move horizontally on the salary scale with a maximum movement of one (1) column per year. Any employees hired after July 1, 2014 will not be eligible for horizontal movement upon attainment of the Masters Equivalency.

2022-23	Year 1						
	Steps	B	B+15	M	M+15	M+30	M+45
1	52,485.00	54,175.00	56,713.00	60,095.00	62,631.00	65,168.00	68,974.00
2	53,076.00	54,768.00	57,642.00	61,025.00	63,815.00	66,352.00	70,157.00
3	53,669.00	55,444.00	58,573.00	61,955.00	64,999.00	67,535.00	71,341.00
4	54,260.00	56,121.00	59,502.00	62,886.00	66,182.00	68,719.00	72,525.00
5	54,937.00	56,797.00	60,433.00	63,815.00	67,367.00	69,902.00	73,708.00
6	55,614.00	57,473.00	61,363.00	64,915.00	68,550.00	71,087.00	74,892.00
7	58,234.00	59,926.00	62,293.00	66,014.00	69,734.00	72,270.00	76,075.00
8	60,841.00	62,631.00	65,083.00	67,367.00	70,918.00	73,539.00	77,344.00
9	60,841.00	65,421.00	67,788.00	70,073.00	72,102.00	74,807.00	78,612.00
10	60,841.00	68,296.00	70,580.00	72,862.00	75,399.00	77,513.00	81,994.00
11	60,841.00	70,918.00	73,454.00	75,821.00	78,359.00	80,895.00	85,377.00
12	60,841.00	73,623.00	76,329.00	79,204.00	81,741.00	84,276.00	89,435.00
13	60,841.00	77,513.00	80,134.00	83,432.00	85,968.00	88,506.00	93,070.00
14	60,841.00	81,319.00	85,038.00	88,082.00	90,620.00	93,155.00	97,045.00
15	60,841.00	88,251.00	90,535.00	93,916.00	96,453.00	98,990.00	102,770.00

2023-24	Year 2						
	Steps	B	B+15	M	M+15	M+30	M+45
1	53,485.00	55,175.00	57,713.00	61,095.00	63,631.00	66,168.00	69,974.00
2	54,076.00	55,768.00	58,642.00	62,025.00	64,815.00	67,352.00	71,157.00
3	54,669.00	56,444.00	59,573.00	62,955.00	65,999.00	68,535.00	72,341.00
4	55,260.00	57,121.00	60,502.00	63,886.00	67,182.00	69,719.00	73,525.00
5	55,937.00	57,797.00	61,433.00	64,815.00	68,367.00	70,902.00	74,708.00
6	56,614.00	58,473.00	62,363.00	65,915.00	69,550.00	72,087.00	75,892.00
7	60,841.00	60,926.00	63,293.00	67,014.00	70,734.00	73,270.00	77,075.00
8	60,841.00	63,631.00	66,083.00	68,367.00	71,918.00	74,539.00	78,344.00
9	60,841.00	66,421.00	68,788.00	71,073.00	73,102.00	75,807.00	79,612.00
10	60,841.00	69,296.00	71,580.00	73,862.00	76,399.00	78,513.00	82,994.00
11	60,841.00	71,918.00	74,454.00	76,821.00	79,359.00	81,895.00	86,377.00
12	60,841.00	74,623.00	77,329.00	80,204.00	82,741.00	85,276.00	90,435.00
13	60,841.00	78,513.00	81,134.00	84,432.00	86,968.00	89,506.00	94,070.00
14	60,841.00	82,319.00	86,038.00	89,082.00	91,620.00	94,155.00	98,045.00
15	60,841.00	89,251.00	91,535.00	94,916.00	97,453.00	99,990.00	103,770.00

2024-25	Year 3						
	Steps	B	B+15	M	M+15	M+30	M+45
1	54,485.00	56,175.00	58,713.00	62,095.00	64,631.00	67,168.00	70,974.00
2	55,076.00	56,768.00	59,642.00	63,025.00	65,815.00	68,352.00	72,157.00
3	55,669.00	57,444.00	60,573.00	63,955.00	66,999.00	69,535.00	73,341.00
4	56,260.00	58,121.00	61,502.00	64,886.00	68,182.00	70,719.00	74,525.00
5	56,937.00	58,797.00	62,433.00	65,815.00	69,367.00	71,902.00	75,708.00
6	57,614.00	59,473.00	63,363.00	66,915.00	70,550.00	73,087.00	76,892.00
7	60,841.00	61,926.00	64,293.00	68,014.00	71,734.00	74,270.00	78,075.00
8	60,841.00	64,631.00	67,083.00	69,367.00	72,918.00	75,539.00	79,344.00
9	60,841.00	67,421.00	69,788.00	72,073.00	74,102.00	76,807.00	80,612.00
10	60,841.00	70,296.00	72,580.00	74,862.00	77,399.00	79,513.00	83,994.00
11	60,841.00	72,918.00	75,454.00	77,821.00	80,359.00	82,895.00	87,377.00
12	60,841.00	75,623.00	78,329.00	81,204.00	83,741.00	86,276.00	91,435.00
13	60,841.00	79,513.00	82,134.00	85,432.00	87,968.00	90,506.00	95,070.00
14	60,841.00	83,319.00	87,038.00	90,082.00	92,620.00	95,155.00	99,045.00
15	60,841.00	90,251.00	92,535.00	95,916.00	98,453.00	100,990.00	104,770.00

2025-26 Steps	Year 4						
	B	B+15	M	M+15	M+30	M+45	M60/D
1	55,485.00	57,175.00	59,713.00	63,095.00	65,631.00	68,168.00	71,974.00
2	56,076.00	57,768.00	60,642.00	64,025.00	66,815.00	69,352.00	73,157.00
3	56,669.00	58,444.00	61,573.00	64,955.00	67,999.00	70,535.00	74,341.00
4	57,260.00	59,121.00	62,502.00	65,886.00	69,182.00	71,719.00	75,525.00
5	57,937.00	59,797.00	63,433.00	66,815.00	70,367.00	72,902.00	76,708.00
6	58,614.00	60,473.00	64,363.00	67,915.00	71,550.00	74,087.00	77,892.00
7	61,014.00	62,926.00	65,293.00	69,014.00	72,734.00	75,270.00	79,075.00
8	61,014.00	65,631.00	68,083.00	70,367.00	73,918.00	76,539.00	80,344.00
9	61,014.00	68,421.00	70,788.00	73,073.00	75,102.00	77,807.00	81,612.00
10	61,014.00	71,296.00	73,580.00	75,862.00	78,399.00	80,513.00	84,994.00
11	61,014.00	73,918.00	76,454.00	78,821.00	81,359.00	83,895.00	88,377.00
12	61,014.00	76,623.00	79,329.00	82,204.00	84,741.00	87,276.00	92,435.00
13	61,014.00	80,513.00	83,134.00	86,432.00	88,968.00	91,506.00	96,070.00
14	61,014.00	84,319.00	88,038.00	91,082.00	93,620.00	96,155.00	100,045.00
15	61,014.00	91,251.00	93,535.00	96,916.00	99,453.00	101,990.00	105,770.00

APPENDIX B-1

ATHLETIC SUPPLEMENTAL CONTRACTS

Compensation:

- A. Varsity (head) coaching contracts
 - Length of season as determined by the Pennsylvania Interscholastic Athletic Association (PIAA) multiplied by the Dollar Amount per Week for Varsity Coaches based on years in the position.
 - Football will be PIAA length of season, plus 2 weeks, multiplied by the Dollar Amount per Week for Varsity Coaches based on years in the position.

- B. Assistant coaches (including JV, Assistants and 9th grade)
 - Length of season as determined by the Pennsylvania Interscholastic Athletic Association (PIAA) multiplied by the Dollar Amount per Week for Assistant Coaches based on years in the position.
 - Football will be PIAA length of season, plus 2 weeks, multiplied by the Dollar Amount per Week for Assistant Coaches based on years in the position.

- C. PIAA Length of Season:
 - If the PIAA changes the length of season during the length of the CBA, supplemental contracts will be changed accordingly.

 - If the PIAA has not established the length of season for a sport, the AGEA and AGSB will work together to establish the length of season for compensation purposes.

- D. Dollar amount per week is determined by the Years in the Position level

- E. Years in the Position level (see tables)
 - Years in the position will apply to Middle School and High School Coaches
 - Years in the position will be earned:
 1. by continuous years in the same supplemental position
 2. by non continuous (3 or less years of a break in service) in the same position
 3. at different levels (middle school or high school and/or assistants or head)
 4. in the same sport (i.e., Boys Soccer to Girls Soccer)
 5. New coaches with previous experience will be placed at a salary, with specified years in the position, agreed upon by the candidate and the school district to correspond to a step on the appropriate coaches' salary guide, and thereafter move on that guide as appropriate.
 6. In situations where a coach must resign during a season, one year of service will be granted for completing 50% or more of that season.

**Dollar Amount per Week for Varsity Coaches
High School**

Years in the Position	
0-3	\$438
4-6	\$447
7-9	\$456
10+	\$464

Dollar Amount per Week for Assistant Coaches

High School

(= 75% of Varsity Coaches per week dollar amount)

Years in the Position	
0-3	\$329
4-6	\$335
7-9	\$342
10+	\$348

**Dollar Amount per Week for Coaches
Middle School**

Years in the Position	
0-3	\$362
4-6	\$369
7-9	\$376
10+	\$384

F. PIAA Length of Season

HIGH SCHOOL	Length of Season
Soccer, Boys	12
Soccer, Boys, Asst 1	12
Soccer, Boys, Asst 2	12
Soccer, Boys, Asst 3 (Grade 9)	12
Soccer, Girls	12
Soccer, Girls, Asst 1	12
Soccer, Girls, Asst 2	12
Cross Country, Boys	11
Cross Country, Girls	11
Golf, Boys	10
Golf, Girls	10
Tennis, Girls	11
Tennis, Girls, Asst 1	11
Volleyball, Girls	11
Volleyball, Girls, Asst 1	11
Volleyball, Girls, Asst 2	11
Volleyball, Girls, Asst 3 (9 th Grade)	11

Football	14
Football, Asst 1	14
Football, Asst 2	14
Football, Asst 3	14
Football, Asst 4	14
Football, Asst 5 (Grade 9)	14
Football, Asst 6 (Grade 9)	14
Cheerleading, Fall	12
Cheerleading, Fall, Asst	12
Field Hockey	12
Field Hockey, Asst 1	12
Field Hockey, Asst 2	12
Field Hockey, Asst 3 (Grade 9)	12
Basketball, Boys	15
Basketball, Boys, Asst 1	15
Basketball, Boys, Asst 2 (Grade 9)	15
Basketball, Boys, Asst 3	15
Basketball, Girls	15
Basketball, Girls, Asst 1	15
Basketball, Girls, Asst 2 (Grade 9)	15
Wrestling	15
Wrestling, Asst 1	15
Wrestling, Asst 2	15
Winter Track	15
Winter Track, Asst 1	15
Winter Track, Asst 2	15
Cheerleading, Winter	13
Cheerleading, Winter, Asst	13
Swimming	15
Swimming, Asst	15
Track, Boys	11
Track, Boys, Asst 1	11
Track, Boys, Asst 2	11
Track, Girls	11
Track, Girls, Asst 1	11
Track, Girls, Asst 2	11
Baseball	13
Baseball, Asst 1	13
Baseball, Asst 2	13
Baseball, Asst 3	13

Softball	13
Softball, Asst 1	13
Softball, Asst 2	13
Softball, Asst 3	13
Volleyball, Boys	11
Volleyball, Boys, Asst 1	11
Tennis, Boys	11
Tennis, Boys, Asst 1	11
Lacrosse, Girls	14
Lacrosse, Girls, Asst 1	14
Lacrosse, Girls, Asst 2	14
Lacrosse, Boys	14
Lacrosse, Boys, Asst 1	14
Lacrosse, Boys, Asst 2	14
Lacrosse, Boys, Asst 3	14

Middle SCHOOL	Length Of Season
Soccer, Boys, Gr 7	8
Soccer, Boys, Gr 8	8
Soccer, Girls, Gr 7	8
Soccer, Girls, Gr 8	8
Field Hockey Gr 7	8
Field Hockey Gr 8	8
T&Field, Boys, Gr 7/8	8
T&Field, Boys, Asst 1, Gr 7/8	8
T&Field, Girls, Gr 7/8	8
T&Field, Girls, Asst 1, Gr 7/8	8
Cross Country, Boys	8
Cross Country, Boys	8
Lacrosse, Boys, Gr 7	8
Lacrosse, Boys, Gr 8	8
Lacrosse, Girls, Gr 7	8
Lacrosse, Girls, Gr 8	8
Football Gr 7	10
Football, Asst 1, Gr 7	10

Football Gr 8	10
Football, Asst 1, Gr 8	10
Softball Gr 7	8
Softball Gr 8	8
Basketball, Boys, Gr 7	8
Basketball, Boys, Gr 8	8
Basketball, Girls, Gr 7	8
Basketball, Girls, Gr 8	8
Wrestling Gr 7	8
Wrestling Gr 8	8
Cheerleading, Soccer Gr 7	8
Cheerleading, Soccer Gr 8	8
Cheerleading, Basketball Gr 7	8
Cheerleading, Basketball Gr 8	8
Baseball Gr 7	8
Baseball Gr 8	8
Volleyball, Girls, Gr 7	8
Volleyball, Girls, Gr 8	8

Middle School Athletic/Activities Director

\$8,071

G. Extended Season

- Compensation for an extended season applies anytime a team or athlete qualifies to compete on the next level of competition. It also applies whenever a team is invited to compete on the next level of competition and the coach or coaches receive permission from the Athletic Director and Building Principal to do so.
- If a coach's season is extended, the head coach and assistant coach will receive a per diem rate based on his/her current supplemental salary for scheduled practices and/or competitions occurring during the extended season. For fall and spring sports, the per diem rate will equal the applicable supplemental salary (Base + years of Experience) divided by 55, times the number of extra days, as defined in the Collective Bargaining Agreement. For winter sports, the per diem rate will equal the applicable supplemental salary (Base + years of Experience) divided by 70, times the number of extra days, as defined in the Collective Bargaining Agreement.

The Building Principal, with input from the coach and the Athletic Director, shall, on an annual basis, determine the date which marks the end of the regular season for each sport. The compensation for the extended season shall begin on the next calendar date following the end of the season date.

APPENDIX B-2

NON-ATHLETIC SUPPLEMENTAL CONTRACTS

Compensation:

Compensation for Non-Athletic Supplemental Contracts are determined by multiplying the Number of Units for the position by the Dollar Amount per Unit based on years in the position.

1. Position Units

HIGH SCHOOL	UNITS
Academic Competition (2 positions)	97
AGYEA Advisor (2 positions)	117
All Cultures Together Overcome (ACTO)	97
Band Director	425
Band Director, Asst 1	212
Band Front Instructor	212
Band, Drum Line Instructor	142
Band, Marching Band Instructor	142
Chamber Ensemble	114
Choral Director	299
Class Advisor, 09 Freshman	94
Class Advisor, 10 Sophomore	102
Class Advisor, 11 Junior (2 positions)	133
Class Advisor, 12 Senior (2 positions)	263
Department Chairpersons	160
Esports Club Advisor	120
FBLA Advisor	133
FCCLA	114
Graduation Monitor	114
Indoor Color Guard	114
Indoor Percussion Ensemble	95
Intramural Director	125
Leo Club Advisor	109
Model United Nations/Mock Trial	94
Musical Choral Director	152
Musical Director	166
Musical Pit Band Director	152
Musical Stage Crew	152
National Honor Society	114
Newspaper (2 positions)	120
Orchestra Director (HS & MS)	299
Robotics	114
SADD	114
School Store	94
Science Fair Advisor	50

School Play Advisor (2 positions)	166
School Play Advisor, Asst 1 (2 positions)	110
School Play Stage Crew (2 positions)	152
Sewing Club Advisor	120
Stage Crew Director	152
Student Council	160
Student Council, Asst 1	108
Technology Liaison	160
Yearbook Advisor	187
MIDDLE SCHOOL	
Team Leaders	
2 (Team)	80
3 (Team)	120
4 (Team)	160
5 or 6 (Team)	200
7 or 8 (Team)	240
9+ (Team)	280
Band	139
Choral	139
Color Guard	94
Crossing Boundaries	68
Drama	118
MS Special Education Teacher Liaison	160
Newspaper	94
Robotics	94
Student Council (2 positions)	94
Technology Liaison (1 per school)	160
TV Studio	209
ELEMENTARY & INTERMEDIATE SCHOOLS	
Grade Level Chairpersons	160
Intramural Sports (12 positions) – AGIS	35
Reading Olympics (8 positions) – AGIS	35
Robotics (3 positions) – AGIS	84
Science Fair (2 positions) – AGIS	35
Technology Liaison (1 per school)	160

B. Years in the Position will be earned:

1. by continuous years in the same supplemental position
2. by non continuous (3 or less years of a break in service) in the same position
3. at different levels (middle school or high school and/or assistants or head)
4. New advisors, directors and so on with previous experience will be placed at a salary, with specified years in the position, agreed upon by the candidate and the school

district to correspond to a step on the appropriate supplemental salary guide, and thereafter move on that guide as appropriate.

5. In situations where an advisor, director and so on, must resign during a supplemental, one year of service will be granted for completing 50% or more of the time requirement for that supplemental.

Dollar Amount per Unit for Non-Athletic Supplementals

Years in the Position	
0-3	\$16.24
4-6	\$16.56
7-9	\$16.89
10+	\$17.21

C. Non-Unit Supplementals --

1. Mentors

\$1,093

APPENDIX C

ATHLETIC SUPPLEMENTAL CONTRACT COACHES' CODE OF CONDUCT, RESPONSIBILITIES AND EVALUATION

Coaches' Code of Conduct

The position of the Avon Grove Board of School Directors and the Avon Grove Education Association is that coaches and their assistants shall require and exemplify high standards of attitude and sportsmanship through coaching. Professional conduct on the part of the Avon Grove coaching staff serves to represent the entire Avon Grove community and its athletic program in a positive manner. Coaches, therefore, should work with the Athletic Directors and building principals to provide the best possible experience for our athletes. Coaches are responsible for conforming to the *Avon Grove Schools Coaches Responsibilities* on file in the Athletic Director's office. The *Avon Grove Schools Coaches Responsibilities* is the primary guideline for all of the Avon Grove coaching staff.

Coaches' Responsibilities

All coaches are responsible for the smooth operation of their athletic team. Safety and overall conditioning of the young athlete should be stressed. The following are designated as the responsibilities of all coaches:

1. Coaches must establish and distribute an updated Training Guide, Philosophy, and Team Rules. These should be updated yearly and distributed to all team members and the Athletic Director.
2. Coaches must conduct practices to insure well-conditioned and skilled athletes. All teams must comply with PIAA regulations regarding practices, scrimmages, and games.
3. Coaches are required to attend a mandatory rules interpretation meeting held by PIAA. The date and location of the meeting will be supplied by the Athletic Director.
4. Coaches must ride to and from all athletic contests with their athletes.
5. Coaches are required to attend the Athletic Awards Night at the conclusion of each season. They should also attend the Spring Awards Night for the distribution of year end awards. In the event of an emergency which prevents attendance, the Athletic Director must be notified in advance.
6. Coaches must provide the Athletic Director with the following:
 - (a) A list of equipment and supplies requested for the following year by December 1. This is to assist the Athletic Director in the development of the athletic budget for submission to the Board for approval.
 - (b) Results, including scores, of all games, meets, etc., should be provided each morning after the contest for announcement to the faculty and students. A complete listing of all games, meets, etc., must be provided to the Athletic Director at the conclusion of the season.

(c) A list of Athletic Letter Winners should be given to the Athletic Director at the conclusion of the season.

(d) An all inclusive eligibility list for each athletic team must be submitted to the Athletic Director prior to the start of competition. This information must be sent, as required by PIAA regulations, to all competing schools.

7. The coach must keep an accurate record of all equipment issued to students. Students must be made aware that they are responsible for equipment and must pay for lost equipment. The coach will inform the Athletic Director when equipment is needed prior to the date requested. After the completion of the season, the coach will collect the equipment and return it to the Athletic Director, along with a list of lost equipment. Bills will be sent to the students by the Athletic Director. If possible, ask that uniforms be returned, washed.

8. Coaches should inform their athletes of the requirements to be met to secure a letter or other awards. Seniors will be given special consideration.

9. All coaches will meet prior to the Spring Sports Awards Night to select the winners of the special year-end awards.

10. Coaches must remember that they and their teams are representatives of the Avon Grove School District, and should exhibit positive behavior at all times. The behavior of the coach and team will greatly influence fan behavior at our athletic contests. Poor sportsmanship will not be tolerated by any individual, coach, or athlete.

11. Coaches should, for their own protection, keep a list of injuries sustained by athletes, either in practice or competition. Injuries of a serious nature should be reported to the school nurse, trainer, and Athletic Director. A form has been prepared for reporting injuries. Please use the appropriate form only. It should be completed the following morning after the injury occurred.

12. Any problem with teams, fans, coaches, etc., which occur at games, or during practice, should be reported to the Athletic Director promptly.

13. The coach should report any dangerous conditions or situations to the Athletic Director in writing as soon as possible after their discovery.

14. Coaches should check the athletic facility prior to each practice and contest to insure a safe playing area and to discover possible damages to equipment and facilities that may have been caused by vandals since the last game or practice.

15. All coaches must be aware of and adhere to all academic eligibility regulations of the PIAA, Ches-Mont, and the Avon Grove School District. These requirements will be given to each coach prior to the season, and will also be reviewed with parents and athletes at an Open House held near the beginning of each season.

16. Coaches are expected to follow the "Locker Room Procedures" listed below:

(a) Arrive at the locker room as soon as possible.

(b) Do not send groups of players to the locker room if you are not there to supervise them. Start practice as soon as possible to prevent idle times in the halls.

(c) All team members are to supply their own towels during each sports season.

(d) Players are not to be in the building unsupervised during a practice or following a practice. Outdoor lavatories are available in the Athletic Building.

(e) The coach is to be the last person to leave the locker room.

(f) After practice, the coach should make sure that lights are out, lavatory doors are locked, showers are turned off, equipment is returned, the locker room is orderly, and all doors are locked.

17. All coaches should exhibit those qualities of sportsmanship and decorum expected of our student athletes and spectators. Coaches who are removed from games, or use abusive language toward athletes, other teams and/or coaches, and show disrespect toward officials will be placed on probation. Further indiscretions will be dealt with by the Athletic Director.

Coaches Evaluation

It is the philosophy and position of the Avon Grove Board of School Directors and the Avon Grove Education Association that the evaluation of the coaching staff be primarily a communications device aimed at maintaining and improving the quality and effectiveness of Avon Grove coaches. Therefore, formal evaluation of coaches may take place at any time during the season. All coaches must be evaluated at the conclusion of the season. Every member of the coaching staff must receive a final evaluation within four (4) weeks of the conclusion of each season.

Head coaches and assistant coaches will be evaluated by the Athletic Director. Prior to a final evaluation of assistant coaches, the Athletic Director will confer with the Head Coach in order to receive evaluative input.

Members of the coaching staff may submit individually to the building principal an annual written statement assessing the performance of the Athletic Director. Such input may be considered by the building principal when evaluating the Athletic Director.

The coaching staff shall receive a copy of all written statements relative to their evaluation and which are placed in the building principal's personnel file within ten (10) days of such placement. Failure of notification shall preclude the use of such statements in the evaluation process.

The coaching staff has the right to attach a written response to any evaluation. Such responses will be placed in the principal's personnel file along with the original evaluation.

Athletic supplemental contracts are yearly contracts subject to review by the building principal. The building principal retains the authority to renew or to terminate athletic supplemental contracts notwithstanding the evaluation or recommendation of the Athletic Director.

APPENDIX D

Request for Compensatory Time for Religious Leave Days

_____ requests a religious leave day (as defined in PA C.S. 955.1), on _____. Compensatory time is to be used for this religious day.

Compensatory time arrangements are described as follow:

Date: _____

Employee

Building

Principal

APPENDIX E

EXTRA ACTIVITIES RATE

Extra Activities Rate will be as follows:

	Hourly Rate
July 1, 2022 – June 30, 2023	\$37
July 1, 2023 – June 30, 2024	\$38
July 1, 2024 – June 30, 2025	\$39
July 1, 2025 – June 30, 2026	\$40

The Extra Activities Rate shall be used for all activities.

(1) Extra activities are not part of a teacher's regular assigned duties and occur beyond the normal workday as defined in Section 6-3.

APPENDIX F
GRIEVANCE FORM
AVON GROVE SCHOOL DISTRICT

School _____ Date Submitted _____

Employee's Signature _____

Agreement Clause/Section Violated

Date of Occurrence _____

Nature of Grievance

Relief Sought

Step 1 - First Level Supervisor's Reply

Supervisor's Signature _____ Date _____

Reply Acceptable _____ Date _____

(Grievant's Signature)

Appealed to Step 2 _____ Date _____

(Grievants Signature)

Step 2 - Superintendent's Reply

Superintendent's Signature _____ Date _____
Reply Acceptable _____ Date _____
(Grievant's Signature)
Appealed to Step 3 _____ Date _____
(Grievant's Signature)

Step 3 - School Board Reply

Board President's Signature _____ Date _____
Reply Acceptable _____ Date _____
(Grievant's Signature)
Appealed to Step 4 _____ Date _____
(Association Signature)

Step 4 - Arbitrator's Decision To Be Attached

APPENDIX G

AVON GROVE EDUCATION ASSOCIATION
A.G.E.A. DUES DEDUCTION FORM FOR THE DURATION OF THE CONTRACT

I, the undersigned, authorize the Avon Grove School District, Chester County, PA, to deduct from my salary any and all association dues (A.G.E.A., P.S.E.A., N.E.A.) for the duration of the contract.

Please check the appropriate option and complete the bottom portion of the form.

<input type="checkbox"/>	Option 1: I agree to have my dues deducted through ten (10) equal deductions beginning September/October of each school year with no more than two deductions per month.
--------------------------	---

<input type="checkbox"/>	Option 2: I agree to pay my dues in full no later than Sept. 15 (as provided in A.G.E.A. bylaws). In the event that payment in full is not made by September 15, I hereby authorize the Avon Grove School District to deduct professional association dues (A.G.E.A., P.S.E.A., N.E.A.) from my paychecks. Such deduction will be made in ten (10) equal deductions, with no more than two deductions per month.
--------------------------	---

Name: (please print) _____

Signature: _____ Date _____

Building _____

_____ Full-time _____ Part-time _____ Sabbatical _____ Leave

APPENDIX H

PAY PERIODS

Pay #	2022-2023	2023-2024	2024-2025	2025-2026
1	8/26/2022	8/25/2023	8/23/2024	8/22/2025
2	9/9/2022	9/8/2023	9/6/2024	9/5/2025
3	9/23/2022	9/22/2023	9/20/2024	9/19/2025
4	10/7/2022	10/6/2023	10/4/2024	10/3/2025
5	10/21/2022	10/20/2023	10/18/2024	10/17/2025
6	11/4/2022	11/3/2023	11/1/2024	10/31/2025
7	11/18/2022	11/17/2023	11/15/2024	11/14/2025
8	12/2/2022	12/1/2023	11/29/2024	11/28/2025
9	12/16/2022	12/15/2023	12/13/2024	12/12/2025
10	12/30/2022	12/29/2023	12/27/2024	12/26/2025
11	1/13/2023	1/12/2024	1/10/2025	1/9/2026
12	1/27/2023	1/26/2024	1/24/2025	1/23/2026
13	2/10/2023	2/9/2024	2/7/2025	2/6/2026
14	2/24/2023	2/23/2024	2/21/2025	2/20/2026
15	3/10/2023	3/8/2024	3/7/2025	3/6/2026
16	3/24/2023	3/22/2024	3/21/2025	3/20/2026
17	4/7/2023	4/5/2024	4/4/2025	4/3/2026
18	4/21/2023	4/19/2024	4/18/2025	4/17/2026
19	5/5/2023	5/3/2024	5/2/2025	5/1/2026
20	5/19/2023	5/17/2024	5/16/2025	5/15/2026
21	6/2/2023	5/31/2024	5/30/2025	5/29/2026
22	6/16/2023	6/14/2024	6/13/2025	6/12/2026
23	6/30/2023	6/28/2024	6/27/2025	6/26/2026
24	7/14/2023	7/12/2024	7/11/2025	7/10/2026
25	7/28/2023	7/26/2024	7/25/2025	7/24/2026
26	8/11/2023	8/9/2024	8/8/2025	8/7/2026

APPENDIX I

**Avon Grove Education Association
A.G.E.A Deduction Form for Political Action Committee**

I, the undersigned, authorize the Avon Grove School District, Chester County, PA to deduct from salary the amount listed below. Please include your PSEA ID # that you received from your building representative. Your PSEA ID # can also be found on your PSEA membership card.

Please check the appropriate option and complete the bottom portion of the form.

_____ **Option 1:** I agree to have PACE deducted through ten (10) equal deductions beginning September/October of this year with no more than two deductions per month.

- _____ \$2 per pay (\$20 total)
- _____ \$4 per pay (\$40 total)
- _____ \$5 per pay (\$50 total)
- _____ \$ Other (Total: _____)

_____ **Option 2:** I agree to make a onetime donation to PACE by September 15th. Checks should be made out to PACE and submitted to the AGEA PACE chairperson.

Name: (Please Print) _____

Signature: _____ Date: _____

PSEA ID Number: _____



pennsylvania
DEPARTMENT OF EDUCATION

TIMS

Teacher Information Management System

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Educator Complete Profile

[Back](#)

Professional Personnel ID (PPID): 1476104

Discipline Status: N/A

Educator Status: N/A

[View Discipline Status History](#)

Pending Criminal Charges:

No - The Department has no information of pending criminal charges. The Department provides this information pursuant to Act 168 which does not relieve a public or private school entity from its duty to obtain any and all required criminal clearances pursuant to 24 P.S. § 1-111.

PA Certifications

Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Instructional I Art PK-12 (1405)	08/01/2011			Converted
Instructional II Art PK-12 (1405)	08/01/2016		Active	Valid

Total Record(s) : 2

Emergency Permits

No Record(s) Found

Application Information

Only pending applications are displayed. Any approved application will appear as a credential or permit. If no credential, permit or pending application is displayed, the application should be presumed denied or expired/closed.

No Record(s) Found

[Back](#)

Visitor Count

17211465



pennsylvania
DEPARTMENT OF EDUCATION

TIMS

Teacher Information Management System

[Help](#)

Educator Complete Profile

[Back](#)

Professional Personnel ID (PPID): 7121462

Discipline Status: N/A ⓘ

Educator Status: N/A ⓘ

[View Discipline Status History](#)

Pending Criminal Charges:

No - The Department has no information of pending criminal charges. The Department provides this information pursuant to Act 168 which does not relieve a public or private school entity from its duty to obtain any and all required criminal clearances pursuant to 24 P.S. § 1-111.

PA Certifications

Standard Credentials

<u>Credential</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Continuing Ed Status</u>	<u>Credential Status</u>
Instructional I Spanish PK-12 (4490)	08/01/2009			Converted ⓘ
Instructional I French PK-12 (4410)	08/01/2009			Converted ⓘ
Instructional II French PK-12 (4410)	09/01/2013		Active	Valid ⓘ
Instructional II Spanish PK-12 (4490)	09/01/2013		Active	Valid ⓘ

Total Record(s) : 4

Emergency Permits

No Record(s) Found

Application Information

Only pending applications are displayed. Any approved application will appear as a credential or permit. If no credential, permit or pending application is displayed, the application should be presumed denied or expired/closed.

No Record(s) Found

[Back](#)

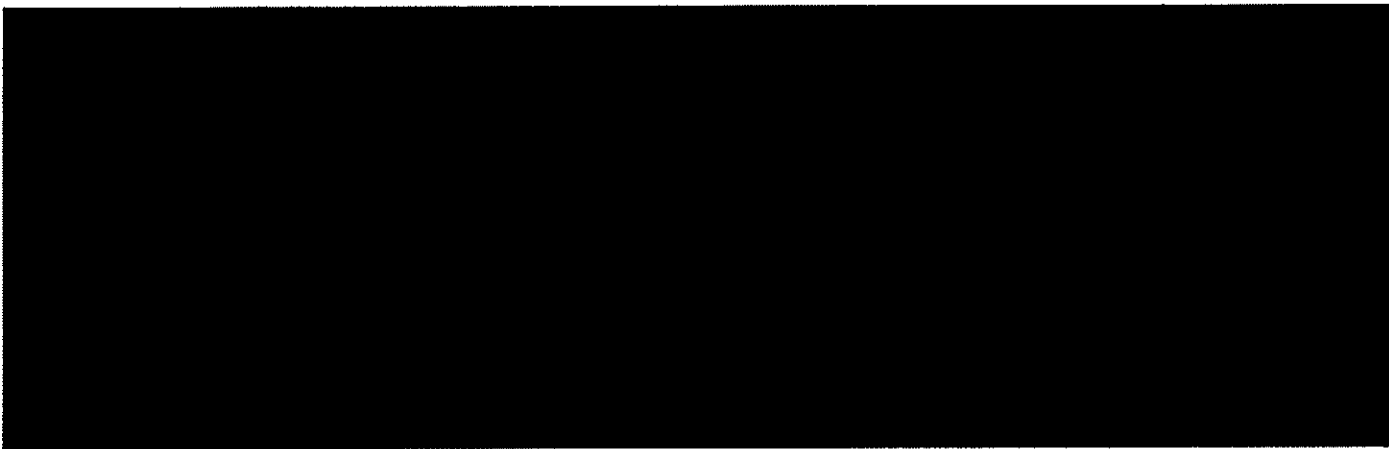
Visitor Count

17211465

Ali Fidanza

From: Marchese, Chris <mmarchese@avongrove.org>
Sent: Thursday, June 8, 2023 2:16 PM
To: AGSD Board of School Directors
Cc: DeShong, Scott; Harvey, Niki; Carsley, Daniel; Kraft, Wendi; Andrew Rau
Subject: [REDACTED]
Attachments: [REDACTED]

Good afternoon.

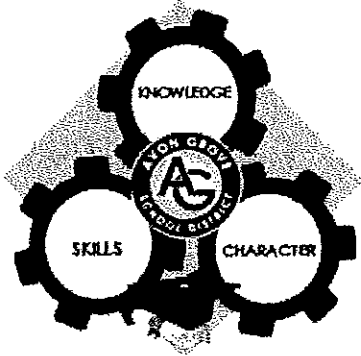


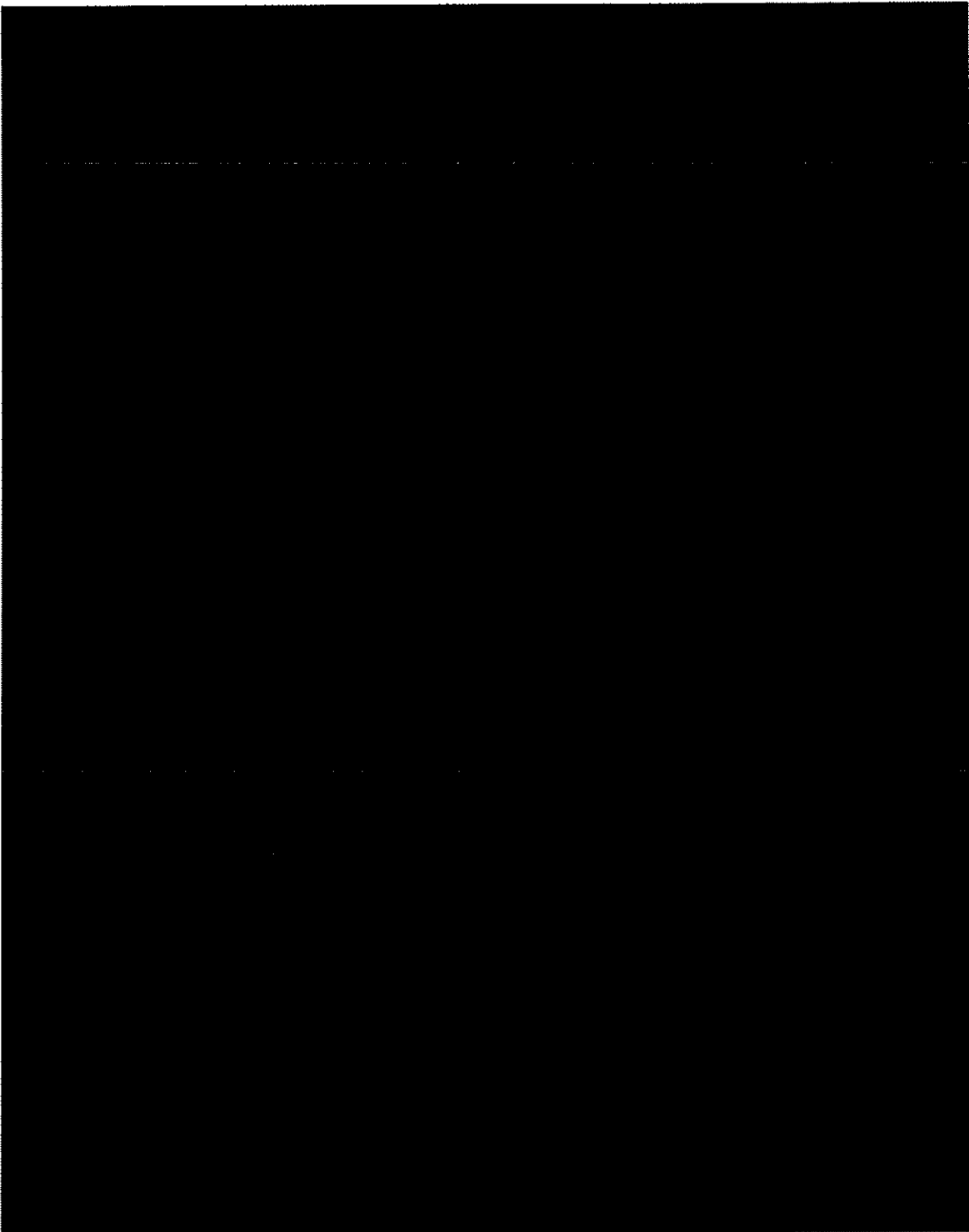
Thanks,

Chris

M. Christopher Marchese, Ed.D.
Superintendent of Schools
Avon Grove School District
375 S. Jennersville Road
West Grove, PA 19390
610-869-2441
mmarchese@avongrove.org

The Profile of a Future Ready Avon Grove Graduate ~ Gearing Up for Future Success







RTK – AGMS Sexual Content Checklist

Request for production of any documents or electronically stored information, to include but not limited to writings, video, and images related to the following areas:

Poster Incident: General Information	
<i>Topic / Reference</i>	<i>Description</i>
<p>Poster Creation</p> <ul style="list-style-type: none"> - Policy Manual 105.2 Exemption from Instruction - Policy Manual 300 Code of Professional Practice and Conduct for Educators - Policy Manual 308 / 508 Employment Contract - Policy Manual 317 / 517 Disciplinary Procedures - Policy Manual 618 Student Activity Funds 	<ul style="list-style-type: none"> a. Location, Date, and Time - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. b. Educator or employee(s) directing and/or supervising the activity Granted in part, denied in part. All subparts of this item are denied as to educator or employee(s) directing the activity. The District is not required to create a record that does not exist. Please see the subparts for employees supervising the activity. <ul style="list-style-type: none"> i. Employment contract - Granted. ii. Educator(s) certifications - Granted. iii. Date of last Title IX Training – Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. iv. Professional study: course approval / tuition reimbursement - Denied. The request is insufficiently specific. See 65 P.S. 67.703. v. Evaluations - Denied. See 65 P.S. 67.708(b)(7)(ii). vi. Disciplinary actions - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. c. Indicate whether posters were created as part of curricular, interscholastic, co-curricular, extracurricular, non-school organization, group, or individual <ul style="list-style-type: none"> If a class: <ul style="list-style-type: none"> i. Board approval of curriculum, lesson plan, etc. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. ii. Parental notification 'opt in/out' - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. If a club or group:

RTK – AGMS Sexual Content Checklist

	<ul style="list-style-type: none"> iii. Board approval - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. iv. Funding - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. v. Parent permission to participate - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. <p>d. Age of each participating student - The District is not required to create a record that does not exist. See 65 P.S. 67.705.</p>
<p>Poster Content</p> <ul style="list-style-type: none"> - Policy Manual 237 Electronic Devices - Policy Manual 815 Acceptable Use Policy for Digital & Information Technology 	<ul style="list-style-type: none"> a. District Information Technology Resources history / content accessed at the location and for the duration of poster creation - Denied. The request is not sufficiently specific. See 65 P.S. 67.703. b. Student Electronic Devices history / content accessed at the location and for the duration of poster creation - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
<p>Poster Display</p> <ul style="list-style-type: none"> - Policy Manual 220 Student Expression - Policy Manual 816 Use of Video / Audio Surveillance - Policy Manual 819 Notification of Board Members of “Serious” Events 	<ul style="list-style-type: none"> a. Location and duration of display (include video surveillance.) - Denied. See 65 P.S. §67.708(b)(3). b. Educator or employee(s) directing and/or supervising the display of posters - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. c. Educator or employee(s) responsible for hanging posters (ladder was required for those hung near ceiling) - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. d. Application, review, approval, or denial of poster display in accordance with Policy Manual 220. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. e. Policy or Standard Operating Procedure addressing the inspection of school property for the display of unauthorized materials. - Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705. f. If no application was submitted or application was denied: <ul style="list-style-type: none"> i. Report of the discovery of unauthorized material. - The District is not required to create a record that does not exist. See 65 P.S. 67.705. ii. Notification of incident to board members. - Denied. Attorney-client privilege.

RTK – AGMS Sexual Content Checklist

Poster Incident: Disciplinary Actions – Displaying Unauthorized Materials (if display was not approved)	
Educator / Employee Records – Policy Manual 308 / 508 Employment Contract – Policy Manual 317 / 517 Disciplinary Procedures	a. For educator or employee(s) who actively participated in the display of the posters: i. Employment contract ii. Date of last Title IX Training iii. Professional study: course approval / tuition reimbursement iv. Evaluations v. Disciplinary actions Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Educator / Employee Disciplinary Actions – Policy Manual 317 / 517 Disciplinary Procedures	a. Disciplinary action taken against responsible educator or employee(s) for failure to monitor school property for unauthorized content. b. Disciplinary actions taken against educator or employee(s) for posting unauthorized material Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.
Student Disciplinary Actions – Policy Manual 220 Student Expression – Policy Manual 218 Student Discipline	a. Disciplinary actions taken against student(s) for posting unauthorized material Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Poster Incident: Disciplinary Actions –Imposing Political Beliefs on Anyone in the School System	
Educator / Employee Records – Policy Manual 317 / 517 Disciplinary Procedures – Policy Manual 321 / 521 Political Activities	a. Investigation and disciplinary actions taken against educator or employee(s) for partaking in political Pride Month activities on school property and during school time Denied. The District is not required to create a record that does not exist. See 65 P.S. 67.705.

Internal Investigation Subsequent to Poster Incident	
Denied. The District does not have records related to an internal investigation subsequent to a “Poster Incident”. The District is not required to create records that do not exist. See 65 P.S. 67.705.	
<i>Topic / Reference</i>	<i>Description</i>
Conduct of Internal Investigation – Policy Manual 105 Curriculum Development	a. Superintendent i. Employment Contract

RTK – AGMS Sexual Content Checklist

<ul style="list-style-type: none"> - Policy Manual 105.1 Curriculum Review by Parents & Students - Policy Manual 107 Adoption of Courses of Study - Policy Manual 108 Adoption of Textbooks - Policy Manual 109 Resource Materials - Policy Manual 111 Lesson Plans - Policy Manual 119 Current Events - Policy Manual 122 Co-Curricular Activities - Policy Manual 237 Electronic Devices - Policy Manual 300 Code of Professional Practice and Conduct for Educators - Policy Manual 308 / 508 Employment Contract - Policy Manual 317 / 317 Disciplinary Procedures - Policy Manual 317.1 / 517.1 Investigation of Suspected Employee Wrongdoing 	<ul style="list-style-type: none"> ii. Evaluations b. Designee responsible for disciplinary rules for violations of Board policies, administrative regulations, rules and procedures <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations c. Designee responsible for reporting to the Pennsylvania Department of Education discovery of any educator against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student <ul style="list-style-type: none"> i. Employment Contract ii. Evaluations d. Disciplinary Procedures / Rules for violations of Board policies, administrative regulations, rules, and procedures e. Title IX Training Program f. Date of last Title IX Training for all district employees, vendors, contractors, and/or volunteers (as required) serving the middle school g. Date of acknowledgement of Code of Professional Practice and Conduct for all educators serving in the middle school h. Curriculum, course of study, lesson plan, textbook, resource material, co-curricular activity, and/or club charter containing the following topics: <ul style="list-style-type: none"> - Sexual Attraction - Sexuality of any kind (i.e. heterosexual, transgender, bisexual, pansexual, gay, lesbian, bestiality, furry fetish, etc.) - Prostitution or Sex work - Erotic Art or Artists - Current events: Pride Month i. Age of each middle school student at the time of poster display
<p>Obscene Materials and Sexual Abuse</p> <ul style="list-style-type: none"> - 18 Pa.C.S.A. Crimes and Offenses § 5903. Obscene and other sexual materials and performances - Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students 	<ul style="list-style-type: none"> a. Findings of investigation opened for potential exposure to obscene materials, sexual abuse, and/or sexual misconduct during creation of the posters <ul style="list-style-type: none"> i. Between employee and students ii. Between 14-year-olds and younger children
<p>Sexual Harassment, Hazing, or Bullying Affecting Students</p>	<ul style="list-style-type: none"> a. Findings of investigation opened for potential sexual harassment, hazing, or bullying affecting students:

RTK – AGMS Sexual Content Checklist

<ul style="list-style-type: none"> – Policy Manual 103 Discrimination / Title IX Sexual Harassment Affecting Students – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 247 Hazing – Policy Manual 249 Bullying 	<ul style="list-style-type: none"> i. Teacher disciplines or grades students differently based on sexual orientation or religious creed. ii. Classmates harass or bully a peer because of their sexual orientation or religious creed. iii. Teacher repeatedly makes sexual comments to a student. iv. Classmate repeatedly makes sexual comments or gestures or subjects a peer to sexually offensive images.
<p>Discrimination and Harassment Affecting Staff</p> <ul style="list-style-type: none"> – Policy Manual 104 Discrimination / Title IX Sexual Harassment Affecting Staff – Policy Manual 300 Code of Professional Practice and Conduct for Educators – Policy Manual 326 Compliant Policy 	<ul style="list-style-type: none"> a. Findings of investigation opened for potential discrimination, harassment, and/or hostile work environment based on employee’s sexual orientation or religious creed.

EXHIBIT “E”

Account Status	L_Name	F_Name	Position	Location	Hide The Rest	Extra Requirements Current	Tutorial Status	Tutorial Name	Completion Date	Time CST	Correct Answers	Questions Answered	Approximate Time
ACTIVE	Marlowe	Marisa	PROFF	AGMS	Yes	Employees	Archived	Title IX	9/1/2021	9:58:40 AM CDT	5		5 19 min
ACTIVE	Oliver	Katherine	PROFF	AGMS	Yes	Employees	Archived	Title IX	8/11/2022	11:58:34 AM CDT	5		5 19 min

EXHIBIT “F”

ATTESTATION OF M. CHRISTOPHER MARCHESE

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CHESTER :

I, M. Christopher Marchese, Ed.D hereby declare pursuant to 18 Pa. C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I am the Superintendent for Avon Grove School District (the "District").
2. The District is a Pennsylvania public school district.
3. Fred S. Engle Middle School (the "Middle School") is one of the District's secondary schools.
4. Grades 7 and 8 attended the Middle School during the 2022-2023 school year.
5. All students in attendance at the Middle School during the 2023-2023 school year were minors under the age of 18.
6. Students of the District are not elected officials, employees, or contractors of the District.
7. During the 2022-2023 school year, on average, 870 students attended the Middle School.
8. The Middle School is closed to the public during the school day.
9. On Thursday, June 8, 2023, I entered into the Middle School and observed the five (5) posters identified in the Request on the walls.
10. I spoke with Janice Lear, Principal of the Middle School, about the posters.
11. In speaking with Ms. Lear I learned the posters had been hung on or around Thursday, June 1, 2023 by student-members of the "Rainbow Club", which is a non-curriculum-related, voluntary, student-run, and initiated student group.

12. Two (2) District employees were present at the meetings of the Rainbow Club solely for custodial purposes, that is, to ensure the safety of the students attending the meeting.

13. The two (2) District employees in attendance at club meetings do not direct, conduct, contribute to, or participate in the meetings of the Rainbow Club.

14. The two (2) District employees did not participate in the hanging or display of the posters.

15. I reviewed Board Policy 220 regarding student expression and consulted with Solicitor Andrew Rau regarding Board Policy 220 and the posters.

16. I then spoke again with Ms. Lear to determine if the posters had been hung in accordance with the procedures outlined in Board Policy 220.

17. Ms. Lear informed me the posters had been hung without first obtaining the required District approvals under Board Policy 220.

18. By e-mail I advised the Board of School Directors and Mr. Rau about the posters and their status.

19. After sending the e-mail, I continued to consult with Solicitor Rau about the posters.

20. The posters were removed from the walls.

21. No employees or students were disciplined in relation to the creation or display of the posters.

22. The last student day for the 2022-2023 school year was Tuesday, June 13, 2023.

23. The last 10-month employee day for the 2022-2023 school year was Tuesday, June 13, 2023.

24. I was made aware of the June 19, 2023 Right-to-Know request made by Carmela Z. Ciliberti, Esquire (the "Requester") seeking information related to five (5) posters at the Middle School (the "Request").

25. After receiving the Request, Daniel Carsley, the Business Manager and Open Records Officer for the District, consulted with me on several occasions to obtain information regarding the “poster incident” described in the Request.

26. At the request of Mr. Carsley, I also performed a search for certain records related to the “poster incident” sought in the Request.

27. In regard to the items identified as “Poster Incident: General Information: Poster Creation”, I consulted with Ms. Lear to determine if there were responsive records.

28. We spoke with the two (2) District employees who had custodial supervision of the Rainbow Club.

29. The Rainbow Club typically met on Fridays during the 2022-2023 school year.

30. During the May 19, 2023 and May 26, 2023 meetings (the “Meetings”), the student-members of the club worked on the five (5) posters identified in the Request.

31. The two (2) District employees were unaware what, if any, “poster creation” may have occurred outside of the Meetings.

32. In regard to the items identified as “Poster Incident: General Information: Poster Creation”, Item (b), Ms. Lear and I confirmed that the two (2) District employees did not direct or participate in the “poster creation” activity, rather they were present solely at the Meeting for custodial purpose for student safety.

33. I identified the two (2) District employees with custodial supervision of the Meetings to Mr. Carsley.

34. In regard to “Poster Incident: General Information: Poster Creation”, Items (c) (iii)-(v), in my capacity of Superintendent, I was aware that non-curriculum-related, voluntary, student-run, and student-initiated groups do not receive Board of Directors approval or District funding, or require parental permission forms.

35. In regard to "Poster Incident: General Information: Poster Creation", Item (d), I consulted with Ms. Lear to determine if there was a record of students who attended the May 19, 2023 or May 26, 2023 meetings of the Rainbow Club.

36. Ms. Lear reviewed her records and could not locate a responsive record.

37. We spoke with the two (2) District employees with custodial supervision of the club.

38. The Rainbow Club does not keep records of which students attend its meetings.

39. Not every student-member attends every meeting of the Rainbow Club.

40. The two (2) District employees could not identify which student-members were present at the Rainbow Club on May 19, 2023 and May 26, 2023 or which student-members participated in "poster creation".

41. As a result, no responsive records for the portion of "Poster Incident: General Information: Poster Creation", Items (a), (b) (regarding educators or employee(s) directing the "poster activity"), (c) (iii)-(v), and (d) could be identified.

42. In regard to the items identified as "Poster Incident: General Information: Poster Display", I consulted with Ms. Lear to determine if there were responsive records.

43. The posters were hung by the student-members on or about Thursday, June 1, 2023 and were removed on Thursday, June 8, 2023.

44. June 1, 2023, June 2, 2023, June 5, 2023, June 6, 2023, June 7, 2023, and June 8, 2023 were school days during the 2022-2023 school year.

45. I provided this information to Mr. Carsley in reference to Poster Incident: General Information: Poster Display, Item (a).

46. Ms. Lear spoke with the two (2) District employees with custodial supervision of the Rainbow Club.

47. The two (2) District employees did not direct, supervise or participate in the display of the posters.

48. The District employees were not present when the posters were displayed

49. The posters were not displayed during a club meeting.

50. No District educator or employee participated in the hanging or display of the posters, inclusive of one (1) poster hung on or near the ceiling with the help of a ladder, as referenced by the Requester.

51. Ms. Lear confirmed again to me that no application was submitted to display the posters.

52. After a review of our records, neither I or Ms. Lear had a report of the discovery of "unauthorized material".

53. As a result, no responsive records for "Poster Incident: General Information: Poster Display", Items (b) (c) (d), or f(i), "Poster Incident: Disciplinary Actions-Displaying Unauthorized Materials: Educator/Employee Records", Item (a) (i)-(v), and "Poster Incident: Disciplinary Actions-Display of Unauthorized Materials: Educator/Employee Disciplinary Actions", Item (a) could be identified.

54. In regard to "Poster Incident, General Information, Poster Display", Item (f)(ii), I provided a copy of my June 8, 2023 e-mail to the District's Board of School Directors, other District administrators and Mr. Rau regarding the "poster incident" to Mr. Carsley.

55. Unruh, Turner, Burke and Frees is the duly appointed Solicitor for the District, and was the Solicitor at all times relevant to the Request.

56. Mr. Rau. from Unruh, Turner, Burke and Frees provided legal advice to the District in the capacity of Solicitor in regard to the "poster incident".

57. All parties to the June 8, 2023 e-mail, other than Mr. Rau, were employees or elected officials of the District.

58. To the best of my information, knowledge, and belief, the e-mail has not been shared with third parties, nor has the Board of School Directors waived its privilege.

59. I included Mr. Rau on the June 8, 2023 e-mail to continue to make him aware of the then-current status of the "poster incident", as I was continuing to consult with him seeking legal advice on the matter.

60. It is not my practice to copy Mr. Rau on my communications with the Board of School Directors or other District administrators unless I am seeking legal counsel from him on the matter or am sharing information with him that is relevant in order to permit him to provide legal counsel to the District.

61. It is not my general practice to copy Mr. Rau on every e-mail that I send.

62. In my capacity as Superintendent, I was aware that relative to the "poster incident" no disciplinary actions were taken against educators or employees for "failure to monitor school property for unauthorized content", "posting unauthorized materials" or "partaking in political Pride Month activities on school property and during school time." I was also aware there was no investigation "for partaking in political Pride Month activities on school property and during school time."

63. In my capacity as Superintendent, I was aware that relative to the "poster incident", no disciplinary actions were taken against students "for posting unauthorized material."

64. Nonetheless, I contacted Ms. Lear and confirmed with her that I was correct that relative to the "poster incident" that: (1) no disciplinary actions were taken against educators or employees for "failure to monitor school property for unauthorized content", "posting unauthorized materials" or "partaking in political Pride Month activities on school property and during school time"; (2) no investigation "for partaking in political Pride Month activities on school property and during school time" occurred; and (3) no disciplinary actions were taken against students "for posting unauthorized material."

65. Ms. Lear confirmed my knowledge was accurate.

66. As a result, no responsive records for "Poster Incident: Disciplinary Actions—Displaying Unauthorized Materials, Educator/Employee Disciplinary Actions", Items (a) and (b),

"Poster Incident: Disciplinary Actions—Displaying Unauthorized Material, Student Disciplinary Actions", Items (a), and "Poster Incident: Disciplinary Actions—Imposing Political Beliefs on Anyone in the School System, Educator/Employee Records", Item (a), exist.

67. In my capacity as Superintendent, I am aware that no internal investigations occurred subsequent to the "poster incident", that is between June 9, 2023 and the date of the Request, June 19, 2023.

68. Nonetheless, I contacted Ms. Lear and confirmed with her that I was correct that no internal investigations occurred subsequent to the "poster incident" between June 9, 2023 and June 19, 2023.

69. Ms. Lear confirmed my knowledge was correct.

70. As a result there are no records responsive to any portion of "Poster Incident: Internal Investigation Subsequent to Poster Incident", Items (a) through (i).

71. To the best of my knowledge, information and belief, and based upon my understanding of the Request, all responsive records were provided to Mr. Carsley.

72. During the 2023-24 school year, the Middle School building will not be utilized by the District as a middle school.

73. However, the building will continue to be utilized as District offices, as well as by the Chester County Intermediate Unit, a local agency, for programs for students ages pre-K to 12.

DATE: 9-5-23

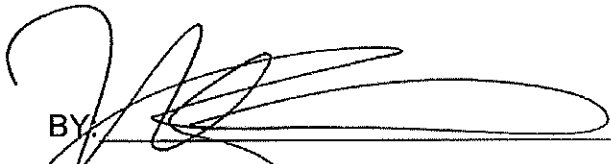
BY: 
M. Christopher Marchese

EXHIBIT “G”

ATTESTATION OF DANIEL CARSLY

COMMONWEALTH OF PENNSYLVANIA :

:

SS.

COUNTY OF CHESTER :

:

I, Daniel Carsley, hereby declare pursuant to 18 Pa. C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I am the Business Manager and Open Records Officer for Avon Grove School District ("District").

2. The District is a Pennsylvania public school district.

3. Fred S. Engle Middle School (the "Middle School") is one of the District's secondary schools.

4. On June 19, 2023, I received a Right-to-Know Law request (the "Request") from Carmela Z. Ciliberti, Esquire ("Requester"), seeking voluminous information related to five (5) student posters hung in the Middle School.

5. On June 26, 2023, the District issued a Written Notice of Review indicating a response would be provided on or before July 26, 2023.

6. The Request was so overly broad that it made it difficult to identify or understand what the Request sought.

7. As a result, I consulted with Dr. Marchese, the District's Superintendent, on several occasions to obtain information regarding the "poster incident" described in the Request to inform my search.

8. I also requested that Dr. Marchese perform a search for certain records related to the "poster incident".

9. Dr. Marchese performed a search for certain records related to the "poster incident".

10. In speaking with Dr. Marchese, I learned the "poster incident" involved the Rainbow Club, which is a non-curriculum-related, voluntary, student-run, and initiated student group.

11. As the Rainbow Club is not a class and the items sought in "Poster Incident: General Information: Poster Creation", Items (c)(i)-(ii) pertain to a class, responsive records do not exist.

12. In my capacity as Business Manager, I am aware the Board of School Directors does not approve non-curriculum-related, voluntary, student-run, and student-initiated groups, and, therefore, there were no records of approval by the Board of the Board of School of the Rainbow Club for "Poster Incident: General Information: Poster Creation", Item (c)(iii).

13. In my capacity as Business Manager, I am aware the District does not fund non-curriculum-related, voluntary, student-run, and student-initiated groups, and, therefore, there were no records responsive to funding of the Rainbow Club for "Poster Incident: General Information: Poster Creation", Item (c)(iv).

14. In speaking with Dr. Marchese, I learned permission forms are not utilized for non-curriculum-related, voluntary, student-run, and student-initiated groups, and, therefore, there were no records responsive to "Poster Incident: General Information: Poster Creation", Item (c)(v).

15. In speaking with Dr. Marchese, I learned no employees or educators directed the "poster creation", but two (2) District employees served in the capacity of custodial supervision at the Rainbow Club meetings.

16. I also learned from Dr. Marchese that no educators or employees directed, supervised, were responsible for, or actively participated in the display or hanging of the posters.

17. Therefore, there were no responsive records for "Poster Incident: General Information: Poster Creation", Items (b)(i)-(vi) in regard to educators or employees directing "poster creation", "Poster Incident: General Information: Poster Display", Item (b), "Poster Incident: General Information: Poster Display", Item (c), or "Poster Incident: Disciplinary Action—Displaying Unauthorized Materials, Item (a)".

18. I then obtained the employment contracts and education certifications for the two (2) District employees in response to "Poster Incident: General Information: Poster Creation", Items (b)(i), (ii).

19. TIMS refers to "Teacher Information Management System," and the corresponding item referenced by the Requester in the Appeal was provided in response to "Poster Incident: General Information: Poster Creation, Item (b)(ii) 'Educator(s) certifications.'"

20. At the time I performed the search, I could not locate a record containing the Title IX training dates for the two (2) District employees, and reasonably believe no responsive records exists.

21. However, in preparing a response to this Appeal, I again searched for this information, and was able to locate a responsive document, which accompanies the District's Appeal response.

22. I asked Human Resources to review the two (2) employees' files to determine if there were disciplinary actions in response to "Poster Incident: General Information: Poster Creation", Items (b)(iii), (vi) or evaluations in response to "Poster Incident: General Information, Poster Creation", Item (b)(v).

23. I was advised by Human Resources that they reviewed the files.

24. No disciplinary actions were found in response to "Poster Incident: General Information: Poster Creation", Items (b)(iii), (vi).

25. I was advised by Human Resources that there were evaluations of the two (2) District employees in response to "Poster Incident: General Information, Poster Creation", Item (b)(v).

26. After consultation with the Solicitor, I determined the employee evaluations were exempt from access under the Right-to-Know Law.

27. As to "Poster Incident: General Information, Poster Creation", Item (b)(iv), I could not identify what professional study or time period the Requester sought.

28. After consultation with Dr. Marchese, I learned it could not be determine which students participated in the "poster creation".

29. Because the students participating in "poster creation" could not be identified, there were no responsive records to "Poster Incident: General Information, Poster Creation", Item (d).

30. After reviewing the Request, I could not determine what the Requester sought in regard to "Poster Incident: General Information: Poster Content", Item (a).

31. I consulted with Jason Kotch, the Director of Innovation and Technology, regarding what records may be responsive to "Poster Incident: General Information: Poster Content", Item (a).

32. Mr. Kotch could not identify what the Requester sought in regard to. "Poster Incident: General Information: Poster Content", Item (a), and therefore, I determined this portion of the Request was insufficiently specific.

33. I also consulted with Mr. Kotch regarding what records may be responsive to "Poster Incident: General Information: Poster Content", Item (b).

34. However, as the students who participated in the "poster creation" could not be identified, the District could not identify student electronic device history, and, therefore, no responsive records could be identified.

35. Dr. Marchese advised me no application was submitted for the posters, and, therefore, there were no responsive documents to "Poster Incident: General Information: Poster Display", Item (d).

36. I reviewed the District's Policy Manual and could not find responsive records to "Poster Incident: General Information: Poster Display", Item (e).

37. After consultation with Dr. Marchese, I learned there were no records reporting the discovery of unauthorized material for "Poster Incident: General Information: Poster Display", Item (f)(i).

38. In regard to "Poster Incident: General Information: Poster Display", Item (f)(ii), Dr. Marchese advised me he had notified the Board of the poster incident by e-mail and provided me with a copy of the aforementioned e-mail.

39. After consultation with the Solicitor, I determined that the e-mail was subject to attorney-client privilege and therefore required redaction.

40. In regard to "Poster Incident Disciplinary Actions—Displaying Unauthorized Materials: Educator/Employee Discipline Actions", Items (a) and (b), and "Poster Incident: Disciplinary Actions – Imposing Political Belief on Anyone in the School System", Item (a), Dr. Marchese advised no such disciplinary action had occurred, and as a result, there were no responsive records.

41. Dr. Marchese also advised me in regard to "Poster Incident: Disciplinary Actions – Imposing Political Belief on Anyone in the School System", Item (a), no such investigation had occurred, and as a result there were no responsive records..

42. I confirmed this information was accurate with Human Resources.

43. In regard to "Poster Incident: Disciplinary Actions—Displaying Unauthorized Materials: Student Disciplinary Actions", Item (a), Dr. Marchese advised me there were no responsive records, as no disciplinary actions of students had occurred.

44. Dr. Marchese advised me the "poster incident" concluded on June 8, 2023, when the posters were removed.

45. Dr. Marchese advised me there was no internal investigation after the "poster incident", between June 9, 2023, and June 19, 2023 (the date of the Request), and, thus, none of the items listed under "Internal Investigations Subsequent to the Poster Incident" were part of an internal investigation.

46. Given the confusing nature of the Request as to "Internal Investigation Subsequent to Poster Incident", out of an abundance of caution I also confirmed with Human Resources, the

Compliance Officer, and the Title IX Coordinator that there were no findings of investigations on the topics identified in “Internal Investigations Subsequent to Poster Incident: Obscene Materials and Sexual Abuse”, Item (a), “Internal Investigations Subsequent to Poster Incident: Sexual Harassment, Hazing, or Bullying Affecting Students”, Item(a)(i)-(iv), and “Internal Investigation Subsequent to Poster Incident: Discrimination and Harassment Affecting Staff” during the period of June 9, 2023, and June 19, 2023.

47. After review of their files, Human Resources, the Compliance Officer and the Title IX Coordinator confirmed this was accurate.

48. Similarly, given the confusing nature of the Request as to “Internal Investigation Subsequent to Poster Incident” out of an abundance of caution in regard to “Internal Investigation Subsequent to Poster Incident, Conduct of Internal Investigation”, Items (a)(ii), (b)(ii), and (c)(iii), I also confirmed with Human Resources confirmed no evaluations occurred between June 9, 2023 and June 19, 2023.

49. After a review of their files, Human Resources confirmed this was accurate.

50. Given the confusing nature of the Request as to Internal Investigation Subsequent to Poster Incident, in an abundance of caution, in regard to Items (e) and (f), I also confirmed with Human Resources that no Title IX training of District employees, vendors, contractors, and volunteers occurred between June 9, 2023, and June 19, 2023.

51. After a review of their files, Human Resources confirmed this was accurate.

52. Similarly, given the confusing nature of the Request as to “Internal Investigation, Subsequent to Poster Incident”, out of an abundance of caution in regard to Internal Investigation, Subsequent to Poster Incident, Conduct of an Internal Investigation”, Items (i), I confirmed with Mr. Kotch that the District does not have a record showing the age of each Middle School student at the time of “poster display”, that is on the following dates: June 1, 2023, June 2, 2023, June 5, 2023, June 6, 2023, June 7, 2023, and June 8, 2023.

53. After a review of District resources, Mr. Kotch confirmed the District did not have a record showing a student's age on particular dates.

54. The only potentially responsive record that would allow the Requester to make her own calculation of the students' ages during the period of "poster display" is the birth dates of all Middle School students.

55. After consultation with the Solicitor, I determined as the Middle School students were all minors, their birth dates would be exempt from access under the Right-to-Know Law, and therefore no responsive record existed.

56. In regard to the many listed policies under the "Topic/Reference" column in the Request, I confirmed such policies were available on the District's publicly accessible website and then secured the web address for the same to provide with the Request.

57. Once the dates of "poster display" were identified, I requested Mr. Kotch secure the surveillance footage of the five (5) posters.

58. Mr. Kotch secured the surveillance footage.

59. All students in attendance at the Middle School are minors under the age of 18.

60. As school was in session at the Middle School on June 1, 2023, June 2, 2023, June 5, 2023, June 6, 2023, June 7, 2023, and June 8, 2023, any security footage sought as part of the Request contains images of minor students.

61. The video surveillance recordings demanded by the Requester would identify, among other information, with whom students interacted and associated with, what clothes students wore, what items they possessed, their schedules, rooms they enter, and in some cases their course schedules.

62. As a result, the security footage required redaction of student images.

63. Mr. Kotch advised me the District was unable to perform the redaction.

64. Mr. Kotch advised me there were 148 hours, 1 minute and 4 seconds of security footage.

65. Based on the District's experience with prior requests requiring redaction of student images and related quotations received in those circumstances, most video specialists trained to perform this type of work are uninterested in a redaction project of the scale of this Request.

66. The Chester County Intermediate Unit ("CCIU") has previously been willing to perform this work at a rate of \$125/hour, with additional standard charges totaling \$2,500 for uploading and encoding data files into the CCIU editing system, and exporting the edited footage and delivering it to the District.

67. I anticipate that the CCIU would provide a similar quotation in this instance.

68. Based on my experience with other vendors providing redaction work of a similar nature, the redaction work will likely be substantially more labor-intensive than anticipated, resulting in the vendor likely requiring substantially more time to complete the work than originally anticipated.

69. Time estimates for delivery of redacted security footage had to be continually extended.

70. Prior vendor reported several key factors contributed to the labor intensity and project difficulty.

71. Past vendors have noted that the quality of the Middle School security footage, due to the lighting and camera angles, was poor, which made redaction challenging, whether utilizing manual redaction or automated redaction.

72. In addition, the large number of students in each frame resulted in increased project difficulty.

73. While automation and artificial intelligence tools may be used to increase the speed of facial redaction, in this case, the vendor reported these tools did not work effectively on the security footage.

74. Thus, the vendor had to perform extensive manual redaction of each frame of security footage.

75. In most frames, there appeared multiple, and in some case hundreds of, students, which required manual facial redaction.

76. The vendor reported this type of redaction was tedious and time consuming.

77. As the requested security footage is also from the Middle School and contains similar lighting, angles, and a large number of students, I anticipate that redaction of the security footage will result in similar challenges that have been experienced by vendors in other Middle School security footage.

78. Based on this prior experience and the number of extensions required by prior vendors, I estimate it would take a minimum of sixty (60) business days to complete the redaction work in the instant matter.

79. I conducted an extensive good faith search and provided responsive documents to the Requester.

80. I worked cross-functionally with the District's Superintendent, Director of Innovation and Technology, Human Resources, and the Solicitor to respond to 107 requests of the Requester.

81. On July 26, 2023, the District granted the Request in part and denied the Request in part.

82. On August 12, 2023, the Requester appealed the Response to the Office of Open Records (the "OOR").

83. On August 15, 2023, the OOR issued correspondence to the parties.

84. To the best of my information, knowledge and belief, based on my understanding of the Request, I have provided the Requester with all responsive records.

Date: 9/5/2023

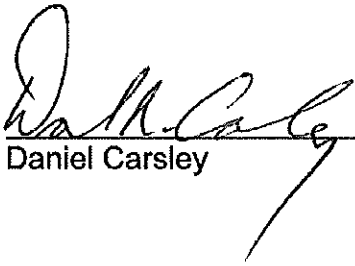
By: 
Daniel Carsley

EXHIBIT “H”

ATTESTATION OF JASON KOTCH

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CHESTER :

I, Jason Kotch, Ed.D. hereby declare pursuant to 18 Pa. C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I am the Director of Innovation and Technology for the Avon Grove School District ("District").

2. I was made aware of the June 19, 2023 Right-to-Know request (the "Request") made by Carmela Z. Ciliberti, Esquire ("Requester") seeking information related to five (5) posters (the "Posters") created and hung by the Rainbow Club of the Fred S. Engle Middle School (the "Middle School").

3. Daniel Carsley, the District's Open Records Officer, asked me to assist him with locating responsive records in regard to certain portions of the Request.

4. Mr. Carsley and I discussed the item identified in the Request as: "Poster Incident: General Information: Poster Content", Item (a) "District Information Technology Resources history/content accessed at the location and for the duration of poster creation."

5. I could not identify from the Request what record the Requester sought in reference to "Poster Incident: General Information: Poster Content: District Information Technology Resources history/content accessed at the location and for the duration of poster creation." The term "Information Technology Resources" is not specific enough to permit me to identify what the Requester was seeking.

6. In addition, even though I could not identify the record was sought by the Requester, the District does not have the ability to generate a report connecting content to a specific location in the school.

7. Further, the District does not have the ability to ascertain the purpose for which content was accessed — that is, if the access was related to the “poster creation” or for some other purpose. Any correlation between the content history and time of the event would be an assumption.

8. Mr. Carsley and I also discussed the item the Requester identified as: “Poster Incident: General Information: Poster Content”, Item (b), “Student Electronic Devices history/content accessed at the location and for the duration of poster creation.”

9. While it is my understanding the District was unable to identify the students who participated in the “poster creation,” regardless the District’s content filter which records student browsing history cannot ascertain specific locations where devices were accessed. As such, there is no report to ascertain the location of where something was accessed as sought by the Requester, and, therefore, no such record would exist.

10. Further, the District does not have the ability to ascertain the purpose for which content was accessed — that is, if the access was related to the “poster creation” or for some other purpose. Any correlation between the content history and time of the event would be an assumption.

11. The District has no ability to access non-District electronic devices that a student may utilize on District property or off-District property or determine the purpose for which the student accesses content on the non-District devices.

12. Mr. Carsley and I discussed the item the Requester identified as: the “Poster Incident: General Information: Poster Creation”, Item (d) “Age of each participating student”.

13. However, the District was not able to identify the participating students.

14. Even if the District was able to identify the participating students, the District does not have a record that identifies a student’s age on a particular day, in this case the age of each participating students on the day(s) of “poster creation”.

15. Similarly, while it is my understanding no internal investigation subsequent to the "poster incident" occurred, in regard to "Internal Investigation Subsequent to Poster Incident: Conduct of an Internal Investigation", Item (i), "Age of each middle school student at the time of poster display", the District also would not have a record that identifies a student's age on a particular day.

16. The District possesses a record of student's dates of birth.

17. Mr. Carsley and I discussed the item the Requester identified as: "the "Poster Incident: General Information: Poster Display", Item (a) "Location and duration of display (include video surveillance)."

18. Mr. Carsley requested I secure the responsive video surveillance.

19. I identified six (6) cameras in the areas where the five (5) posters were displayed.

20. I secured the video surveillance footage from the time period of display.

21. There are 148 hours, 1 minute and 4 seconds of video footage.

22. As the video surveillance footage is in the lobby, corridors, and stairwells, the footage contains images of students.

23. The District does not have the capabilities to perform the necessary review and redaction of the security video footage for student faces and images.

24. The security video footage exists in the format of the security video program. The footage cannot be redacted within the program; rather, the footage of interest must be extracted and converted before any redaction of student images can occur.

25. The District does not employ a video specialist trained to perform this type of work.

26. The District's Technology Department does not own the software necessary to perform the redaction of the student images.

27. If ordered to produce the requested security footage, the District must use a third-party video contractor.

28. The frame rate of the District's security cameras is approximately 15 frames/second.

29. As a result, there are 7,992,960 frames of security footage to review and potential redact.

30. Based on the locations of the surveillance footage, the District anticipates that in some cases dozens of images of students will need to be redacted from each frame of security footage.

31. In my experience, the number of frames that require redaction, as well as the type of redaction (manual versus automated) and the quality of the security footage, is a driver of the cost and time estimates provided by vendors.

32. Based on feedback from vendors who have performed redaction of security footage from the Middle School cameras in other circumstances, I anticipate that it is likely that the vendor will experience challenges with these security videos, and time needs to be built into the schedule to address these challenges.

33. Vendors who have performed redaction of the security footage from the Middle School have advised that the footage is of poorer video quality with challenging lighting and camera angles.

34. In my experience, challenges with video quality, lighting, and camera angles limits the use of automated or artificial intelligence for redaction of faces.

35. Manual or hand redaction is substantially more time consuming than automated redaction.

Date: 9/5/2023

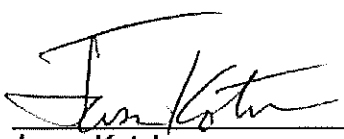
By: 
Jason Kotch

EXHIBIT “I”

ATTESTATION OF CHRISTINA SIMPKINS

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CHESTER :

I, Christina Simpkins hereby declare pursuant to 18 Pa. C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I am the Safety and Security Manager for Avon Grove School District ("District").
2. I have extensive training and experience ensuring and maintaining the safety and security of public school buildings.
3. I was made aware of the June 19, 2023 Right-to-Know request made by Carmela Z. Ciliberti, Esquire seeking information related to five (5) posters (the "Posters") at the Fred S. Engle Middle School (the "Middle School").
4. I am aware the Request sought the following records related security footage: "Location and duration of display (include security surveillance.)".
5. The areas of the Middle School where the Posters were hung are monitored by a total of six (6) security cameras.
6. The security cameras are located in the lobby, corridors and stair wells.
7. The release of security surveillance footage reasonably endangers the security of the Middle School.
8. The specific locations of District security cameras provide essential information to those intent on causing harm to others or damage to property.
9. Knowledge of security camera coverage areas, as well as, the location of blind spots provides invaluable information for those planning to gain entry into areas

where activities are not visible to the District. This information can also be used by individuals inside and outside of the school building seeking to create disruption to school through intrusion or to perpetrate activities in violation of District policies and federal and state law.

10. Security footage from security cameras allows for the identification of room locations, exit and entry points, HVAC systems, and alarm locations, which is essential information for those intent on causing harm to others or damage to property.
11. Knowledge of room locations as well as their entry and exit points would provide invaluable information in planning to gain entry into areas of the school building, as well as, securing areas against law enforcement. This information can also be used by intruders in determining the best location to hold hostages and delay police intervention.
12. Over the last eighteen (18) months, there have been an increased number of threats against public schools, including school shootings and other terroristic threats.
13. While such events are rare, their impacts on a school community and surrounding community are far reaching.
14. Every effort must be taken to limit vulnerabilities to the District's infrastructure and to protect the security of District students and employees.
15. The District is required by state law to track certain categories of incidents which may occur on its campus every school year and report the information to the Commonwealth.

16. The most recently publicly available data is for the 2021-2022 school year.
17. During the 2021-2022 school year, the District has 1,611 incidents which were categorized as lesser infractions of the academic or student code of conduct.
18. During the 2021-2022 school year, the District has 127 “higher” level infractions. Infractions included but were not limited to assaults on students or staff, fighting, harassment, threats to students or staff, possession of a weapon, theft, vandalism, and offenses involving controlled substances.
19. During the 2021-2022 school year 48 infractions required law enforcement involvement, with 21 arrests.
20. Based on the above reasons, it is my informed opinion that the release of even a redacted version of security footage from the Middle School security cameras as requested will create a reasonable likelihood of endangering the safety of the Middle School, the students who attend school, and the individuals who work or visit that building, as these security cameras cover vast areas of the Middle School.
21. Based on the above reasons, it is my informed opinion that the release of even a redacted version of the security footage from the Middle School security cameras as requested will create a reasonable likelihood of endangering the safety of the Middle School building and any agency user of the same.

Date: September 5, 2023 By: Christina Simpkins
Christina Simpkins

EXHIBIT “J”

10. I was a recipient of the e-mail, along with the District's Board of School Directors ("Board"), and certain District administrators.

11. Every person included on the e-mail in question is a District employee, Board member or a District administrator.

12. Upon information and belief, the contents of the e-mail were not disseminated to any non-District affiliated person.

13. The e-mail was properly redacted pursuant to attorney-client privilege and provided to the Requestor in redacted form.

14. The redactions were directly related to confidential legal advice the District, Board and Dr. Marchese were seeking from me, related to what the Requester refers to as the "poster incident."

15. It is Dr. Marchese's practice to copy me on e-mails addressing matters that he or the Board will be or are seeking my legal counsel.

16. It is not the practice of Dr. Marchese to copy me on every e-mail he sends; I am, however, copied where there is a legal issue that will need my input or that of my Firm.

17. I was copied on this e-mail to continue to make me aware of the status of the "poster incident" and to assist me, and my Firm, in our on-going provision of legal advice related to the matter.

18. Attorney-client privilege has not been waived with respect to the contents of the e-mail in question.

BY: 

Andrew D. H. Rau