



CENTRAL BUCKS SCHOOL DISTRICT

LEADING THE WAY

The Central Bucks Schools will provide all students with the academic and problem-solving skills essential for personal development, responsible citizenship, and life-long learning.

AGENDA

SCHOOL BOARD MEETING

April 8, 2014

7:30 p.m.

Lenape Chamber Choir
will perform
7:15 p.m.

- I. **Call to Order/Pledge of Allegiance/Roll Call**
- II. **Approval of School Board Meeting Minutes – March 25, 2014** Pages 1-31
- III. **Public Comment**
The public is invited to address the Board at this time. Please sign in on the form provided at the microphone. Speakers will be taken in order of sign-in. Each speaker is limited to 3 minutes
- IV. **Superintendent's Report: Using Technology to Strengthen Teaching Science in the Elementary Classroom**
- V. **Recommendations for Action**
 - A. **Approval of a Change Order to Boro Constructions for exterior wall repairs at CB East in the amount of \$26,484.51.** Pages 32-33
 - B. **Recommendation to approve a Development Agreement and Escrow Agreement with Buckingham Township for the construction of the CB East Stadium.** Pages 34-99
 - C. **School Board Policies for Approval** Pages 100-113
 - 113.1 Discipline of Students with Disabilities
 - 220 Student Expression
 - 913 Relations with NonSchool Organizations/Groups/Individuals
 - D. **Personnel Items** Pages 114-117
 - 1. Resignations
 - 2. Retirements
 - 3. Unpaid Leaves of Absence
 - 4. Appointments
 - 5. Long-Term Per Diem Substitute Teachers
 - 6. Classification Changes
 - 7. Community School Staff

This meeting is being recorded by the Central Bucks School District

E. Student Items

Pages 118-123

1. Approval of CB East AP European History classes to travel to New York. Dates are May 23, 2014.
2. Approval of CB East Scholar's Bowl Team to travel to Alexandria, VA., and possible sightseeing in Washington, D.C. Dates are May 30, 2014 -- June 1, 2014.
3. Approval of CB East Wrestling team to travel to Quarryville, PA. Dates are December 5-6, 2014.
4. Approval of CB East Wrestling team to travel to Carlisle, PA. Dates are December 12-13, 2014.
5. Approval of CB East Wrestling team to travel to Harrisburg, PA. Dates are January 10, 2015.

VI. Reports and Information

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1. Sabbatical Leaves of Absence

VII. Adjournment

Upcoming Meetings: April 22, 2014
May 13, 2014

**REGULAR SCHOOL BOARD MEETING
CENTRAL BUCKS SCHOOL DISTRICT**

March 25, 2014

The Central Bucks Board of School Directors held its meeting on Tuesday, March 25, 2014 in the Board Room of the Educational Services Center with President Paul Faulkner presiding. The meeting was called to order by President Faulkner at 7:30 p.m., followed by the Pledge of Allegiance.

BOARD MEMBERS PRESENT

Paul Faulkner, President; Stephen Corr, Vice President; James Duffy, John Gamble, Joseph Jagelka, Geryl McMullin, Tyler Tomlinson, Kelly Unger, Jerel Wohl

ADMINISTRATORS PRESENT

Dr. David Weitzel, Dr. Nancy Silvious, Scott Kennedy, Gilbert Martini, David Matyas, Dale Scafuro, Edward Sherretta

ALSO PRESENT

Jeffrey Garton, Solicitor; Sharon Reiner, School Board Secretary

President Faulkner announced that the Board met in Executive Session prior to this meeting to discuss pending litigation.

APPROVAL OF MINUTES

Motion by Jerel Wohl, supported by Stephen Corr, to approve the minutes of the March 11, 2014 school board meeting.

Motion Approved 8-0-1. (Kelly Unger)

PUBLIC COMMENT

There was no Public Comment.

SUPERINTENDENT'S REPORT

Lenape Middle School History Corps Club

Mr. Matt Fash, Social Studies teacher at Lenape Middle School, spoke about the Lenape History Corps Club which consists of twenty 7th, 8th, and 9th grade students. Mr. Fash explained that the club is dedicated to interviewing our Veterans and members of the community to archive and preserve their stories for future generations. Board members viewed a documentary produced, narrated, and directed by student members of the club. Lenape has applied and is one of the two pilot programs in the nation to become involved in a national effort by the US Navy Memorial and Library of Congress to promote student involvement in interviewing veterans. Recently, the club had the opportunity to attend the pre-commissioning of the USS Somerset, dedicated to the heroes of Flight 93, and interview Captain Thomas Dearborn.

SCHOOL BOARD REPORTS

The Curriculum, Finance, Human Resources, Operations, IU Board, and MBIT Committee minutes were noted and are Attachment A for informational purposes. Mrs. Unger reported on new course offerings at MBIT and recent CB South and CB West student achievement. Mr. Tomlinson commented on a recent newspaper article about the Resource Officer based at CB

South and how successful the program is. The officer also travels to other Warrington Township schools. This program is paid for and supported by Warrington Township. All Board members would like to see the Resource Officer Program expanded to all municipalities within the district. It was noted that although schools do not have a dedicated officer, the various police departments do show a presence at the schools.

TREASURER’S REPORT AND SUMMARY OF FUND DISBURSEMENTS

Motion by Jerel Wohl, supported by Joseph Jagelka, to approve the Treasurer’s Report and Summary of Fund Disbursements for the month of February 2014.

General Fund – February 2014	\$ 20, 059,883.31
Capital Fund (net voids)	873,974.86
Food Service (check issued)	<u>31,695.63</u>
TOTAL ALL FUNDS	\$ 20, 965,553.80

Motion Approved 8-0-1. (Geryl McMullin)

RATIFICATION OF INVESTMENTS

Motion by Joseph Jagelka, supported by Jerel Wohl, to approve the Ratification of Investments for the month of February 2014.

Category	Purchase Date	General Fund				Yield	Bank Name
		Principal	Maturity Date	Rate			
PSDLAF	2/7/2014	\$245,000.00	2/5/2016	0.80%	\$3,909.26	Carver Federal Savings Bank	
MBS	2/19/2014	\$245,000.00	8/19/2014	0.30%	\$364.48	Banco Popular De PR Hato Rey	
MBS	2/20/2014	\$245,000.00	2/22/2016	0.50%	\$2,456.71	Compass Bank Birmingham, AL	
Bank CD	2/21/2014	\$247,000.00	8/20/2015	0.60%	\$2,212.85	William Penn Bank	
MBS	2/26/2014	\$245,000.00	8/26/2015	0.35%	\$1,282.73	Customers Bank Phoenixville, PA	
MBS	2/26/2014	\$245,000.00	8/26/2015	0.35%	\$1,282.73	BBCN Bank Los Angeles, CA	
TOTALS		\$1,472,000.00			\$11,508.75		

Motion Approved 9-0.

BUDGETARY TRANSFERS

Motion by Jerel Wohl, supported by Stephen Corr, to approve the budgetary transfers for the 2013-2014 fiscal year.

FROM

1-1100-121-00-17-000-29-76	400,000
1-1100-122-00-00-000-00-76	300,000
1-1100-121-00-50-210-49-76	600,000
1-1100-191-00-17-000-29-76	300,000
1-1100-191-00-40-210-49-76	70,000
1-1200-121-00-17-500-29-76	375,000
1-2120-121-00-17-000-29-76	400,000
1-2240-111-00-00-000-01-76	20,000
1-2240-141-00-10-000-43-74	30,000
1-2250-121-00-17-000-29-76	70,000
1-2260-121-00-50-000-49-76	80,000
1-2270-121-00-00-000-01-76	50,000
1-2292-151-00-00-500-01-76	20,000
1-2360-111-00-17-000-01-70	375,000

1-2340-151-00-00-000-01-76	100,000
1-2400-141-00-17-000-29-76	95,000
1-2450-121-00-00-000-00-76	50,000
1-2450-121-00-00-000-00-76	100,000
1-2600-161-00-00-701-02-76	110,000
1-2600-181-00-00-000-02-75	125,000
1-2600-183-00-00-000-02-75	500,000
1-2700-171-00-00-000-00-81	400,000
1-3300-191-11-00-301-00-73	100,000
1-3300-121-11-00-301-00-73	30,000

TO

1-5240-939-00-00-000-00-70	4,555,000
1-5270-939-00-00-000-00-70	145,000

Transfer expected Payroll Budget Balance to the Transfer to Other Funds Accounts for Debt Service & Health Care

FROM

1-1100-271-00-10-000-11-76	200,000
1-1100-271-00-10-000-12-76	200,000
1-1100-271-00-10-000-13-76	200,000
1-1100-271-00-10-000-14-76	200,000
1-1100-271-00-11-000-15-76	200,000
1-1100-271-00-10-000-16-76	200,000
1-1100-271-00-10-000-17-76	200,000
1-1100-271-00-10-000-18-76	200,000
1-1100-271-00-10-000-19-76	200,000
1-1100-271-00-10-000-20-76	200,000
1-1100-271-00-10-000-21-76	200,000
1-1100-271-00-10-000-22-76	200,000
1-1100-271-00-10-000-23-76	200,000
1-1100-271-00-10-000-24-76	200,000
1-1100-271-00-10-000-25-76	200,000
1-1100-271-00-30-110-31-76	302,000
1-1100-271-00-30-110-32-76	302,000
1-1100-271-00-30-000-33-76	302,000
1-1100-271-00-30-000-34-76	302,000
1-1100-271-00-30-111-35-76	302,000
1-1100-271-00-40-000-41-76	830,000
1-1100-271-00-40-000-42-76	830,000
1-1100-271-00-40-000-43-76	830,000
1-1200-271-00-00-000-00-76	300,000
1-1200-271-00-50-500-49-76	300,000
1-1211-271-00-17-500-29-76	100,000
1-1233-271-00-17-500-29-76	100,000
1-1241-271-00-17-500-29-76	200,000
1-1290-271-00-17-500-29-76	101,000
1-1290-271-00-50-000-49-76	300,000
1-1241-276-00-17-500-29-76	30,000
1-1290-276-00-17-500-29-76	30,000
1-2190-271-00-00-000-01-70	240,000
1-2240-271-00-00-000-01-70	84,000
1-2250-276-00-17-000-20-76	75,000
1-2380-271-00-17-000-12-76	40,000
1-2380-271-00-30-000-31-76	30,000
1-2380-271-00-40-000-41-76	50,000

1-2400-271-00-30-000-49-76	100,000
1-2600-271-00-00-000-02-75	220,000
1-2700-271-00-00-000-01-70	200,000

TO

1-5240-939-00-00-000-00-70	9,500,000
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Transfer expected Fringe Budget Balance to the Transfer to Other Funds Account for Debt Service Reserve

FROM

1-1200-322-00-00-500-00-78	200,000
1-3250-330-00-50-240-49-50	300,000

TO

1-5270-939-00-00-000-00-70	500,000
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Transfer expected Purchased Professional & Technical Service Budget Balance to the Transfer to Other Funds Account for OPEB Reserve

FROM

1-2600-422-00-17-000-12-75	30,000
1-2600-422-00-17-000-13-75	20,000
1-2600-422-00-17-000-14-75	60,000
1-2600-422-00-17-000-15-75	30,000
1-2600-422-00-17-000-16-75	30,000
1-2600-422-00-17-000-17-75	140,000
1-2600-422-00-17-000-18-75	125,000
1-2600-422-00-17-000-21-75	130,000
1-2600-422-00-17-000-22-75	50,000
1-2600-422-00-17-000-23-75	80,000
1-2600-422-00-17-000-24-75	80,000
1-2600-422-00-17-000-25-75	150,000
1-2600-422-00-30-000-31-75	150,000
1-2600-422-00-30-000-34-75	100,000
1-2600-422-00-30-000-35-75	200,000
1-2600-422-00-40-000-41-75	180,000
1-2600-422-00-40-000-42-75	150,000
1-2600-422-00-40-000-43-75	80,000
1-2600-424-00-00-000-00-75	75,000
1-2600-434-00-00-711-00-75	40,000
1-2800-438-00-00-000-00-74	50,000

TO

1-5270-939-00-00-000-00-70	1,950,000
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Transfer expected Purchased Property Service Budget Balance to the Transfer to Other Funds Account for OPEB Reserve

FROM

1-2240-538-00-00-000-00-74	300,000
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TO

1-5270-939-00-00-000-00-70	300,000
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Transfer expected Purchased Services Budget Balance to the Transfer to Other Funds Account for Health Care Reserve

FROM

1-2600-621-00-40-000-41-75	120,000
1-2600-621-00-40-000-42-75	190,000
1-2600-621-00-40-000-43-75	100,000
1-2600-621-00-17-000-17-75	50,000
1-2600-621-00-17-000-21-75	50,000
1-2600-621-00-30-000-31-75	50,000
1-2600-621-00-30-000-32-75	50,000
1-2600-621-00-17-000-12-75	25,000
1-2600-621-00-17-000-13-75	20,000
1-2600-621-00-17-000-16-75	30,000
1-2600-621-00-17-000-18-75	15,000

TO

1-5270-939-00-00-000-00-70	700,000
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Transfer expected Supply Budget Balance to the Transfer to Other Funds Account for Debt Service Reserve

FROM

1-1100-750-00-17-000-29-70	100,000
1-2600-750-00-00-000-00-75	50,000
1-2240-750-00-50-262-49-50	50,000

TO

1-5270-939-00-00-000-00-70	200,000
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Transfer expected Purchased Property Service Budget Balance to the Transfer to Other Funds Account for OPEB Reserve

FROM

1-5100-830-00-00-000-00-70	3,195,000
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TO

1-5230-932-00-00-000-00-70	3,000,000
1-5270-939-00-00-000-00-70	150,000
1-5270-939-00-00-000-00-70	45,000

Transfer expected Debt Service Interest Budget Balance to the Transfer to Other Funds Accounts for Capital Projects, OPEB & Health Care Reserve

Summary of Distribution to Reserve Accounts

Long Term Capital Reserve	\$3,000,000
Debt Service Fund	\$14,055,000
GASB 45 (OPEB)	\$3,500,000
Health Care Trust	<u>\$ 490,000</u>
	\$21,045,000

Motion Approved 9-0.

REIMBURSEMENT OF REAL ESTATE TAXES TO STONINGTON FARMS APARTMENTS (150 COMMONS WAY INVESTORS)

Motion by Stephen Corr, supported by Joseph Jagelka, to approve the negotiated settlement of \$550,000 for a real estate assessment appeal by Stonington Farms Apartments (150 Commons Way Investors).

Motion Approved 9-0.

PURCHASING ITEMS

MUSICAL INSTRUMENTS – ELEMENTARY AND SECONDARY

Motion by John Gamble, supported by Joseph Jagelka, to approve that musical instrument purchase orders be issued to the below suppliers as the lowest, on specification bidders for the item bid, and that the Board approve the photography contract be awarded to Barksdale.

Russo Music	\$ 42,619
Jacobs Music	\$ 59,420
Interstate Music	\$ 8,031
Washington Music	\$ 59,891
Sam Ash Music	\$ 6,577
Taylor Music	<u>\$ 17,941</u>
TOTAL	\$194,479

K-12 SCHOOL PHOTOGRAPHY

The following companies responded for K-12 school photography:

- Guresik Studios
- C&C Photo Studios
- Barksdale (offered the greatest value to school families in the district)
- Lifetouch

Motion Approved 9-0.

CONSTRUCTION CONTRACTS, DEVELOPMENT AGREEMENTS, AND DESIGN SERVICES

UNAMI

Motion by Geryl McMullin, supported by Stephen Corr, to approve the following contracts for Unami Middle School.

- Award a contract to Centre Point Construction for general construction at Unami Middle School in the amount of \$311,000.
- Award a contract to Stan-Roch Plumbing, Inc. for plumbing construction at Unami Middle School in the amount of \$50,000.
- Award a contract to Gaudelli Bros., Inc. for mechanical construction at Unami Middle School in the amount of \$665,000.

- Award a contract to Pinnacle Electrical Construction for electrical construction at Unami Middle School in the amount of \$297,500.
- Award a contract to Sargent Enterprise for asbestos abatement at Unami Middle School in the amount of \$37,824.

Motion Approved 9-0.

CB EAST STADIUM

Motion by Stephen Corr, supported by John Gamble, to approve the following contracts for CB East Stadium.

- Award a contract to Applied Landscape Technology for general construction for the CB East Stadium in the amount of \$3,922,877 which includes Alternates G1, G2, & G3. The award of these bids is conditioned upon the receipt by the administration of all permits and approvals from any agencies having jurisdiction over the project, including but not limited to Buckingham Township and the Bucks County Conservation District.
- Award a contract to Stan-Roch Plumbing, Inc. for plumbing construction for the CB East Stadium in the amount of \$99,000 (no alternates). The award of these bids is conditioned upon the receipt by the administration of all permits and approvals from any agencies having jurisdiction over the project, including but not limited to Buckingham Township and the Bucks County Conservation District.
- Award a contract to Air Control Technology for mechanical construction for the CB East Stadium in the amount of \$141,116 (no alternates). The award of these bids is conditioned upon the receipt by the administration of all permits and approvals from any agencies having jurisdiction over the project, including but not limited to Buckingham Township and the Bucks County Conservation District.
- Award a contract to Yates Electrical Service for electrical construction for the CB East Stadium in the amount of \$537,500 which includes Alternate E3. The award of these bids is conditioned upon the receipt by the administration of all permits and approvals from any agencies having jurisdiction over the project, including but not limited to Buckingham Township and the bucks County Conservation District.

Motion Approved 9-0.

TOHICKON

Motion by Stephen Corr, supported by Joseph Jagelka, to approve a contract to PECO to install natural gas service at Tohickon Middle School in the amount of \$0.00.

Motion Approved 9-0.

RESOLUTION IN SUPPORT OF HOUSE BILL 1424

Motion by Jerel Wohl, supported by Joseph Jagelka, to approve the Resolution in support of House Bill 1424 to require instruction in Pennsylvania Schools on the Holocaust, Genocide and Human Rights Violations within a course of study in Social Studies and Language Arts. This Resolution is Attachment B.

Motion Approved 9-0.

SCHOOL BOARD POLICIES FOR FIRST READING

Motion by Stephen Corr, supported by Kelly Unger, to table School Board Policy 113.1 – Discipline of Students with Disabilities, School Board Policy 220 – Student Expression, and School Board Policy 913 – Relations with NonSchool Organizations/Groups/Individuals so that the proposed policies can be posted on the CBSD website for public review.

Motion Approved 9-0.

PERSONNEL ITEMS

Motion by Kelly Unger, supported by Joseph Jagelka, to approve resignations, retirements, and unpaid leaves of absence; appointments, long-term per diem substitute teachers, classification changes, and EDRs.

RESIGNATIONS

Name: Rachel Ginsburg
Position: Special Education Assistant – Central Bucks High School – West
Effective: March 28, 2014

Name: Katherine Kirkpatrick
Position: Mathematics teacher – Unami Middle School
Effective: March 14, 2014

Name: Scott Miller
Position: Transportation Assistant – Transportation
Effective: March 14, 2014

Name: Nicole Quigley
Position: Personal Care Assistant – Central Bucks High School – West
Effective: March 14, 2014

Name: David Rackovan
Position: Director of Athletics – Central Bucks High School – South
Effective: June 30, 2014

RETIREMENTS

Name: Janice Drabyak
Position: Speech Correction – Doyle Elementary School
Effective: June 30, 2014

Name: Patricia Mueller
Position: Special Education Supervisor – Educational Services Center
Effective: July 11, 2014

UNPAID LEAVES OF ABSENCE

Gabrielle Fanelli Special Education teacher – Kutz Elementary School
April 21, 2014 – August 26, 2014

Jillian Von Vital Elementary teacher – Pine Run Elementary School
May 23, 2014 – January 27, 2015

Brittany Wilson Special Education teacher – Kutz Elementary School
May 5, 2014 – August 26, 2014

Jennifer Wisniewski Elementary teacher – Groveland Elementary School
May 1, 2014 – August 26, 2014

APPOINTMENTS

Name: Jayne Boccuzzi
Position: (.7) Floating Staff Nurse – Jamison Elementary School
\$19.07 per hour
Effective: March 17, 2014

Name: Jessica Gordon
Position: Temporary Personal Care Assistant – Groveland Elementary School
\$12.02 per hour
Effective: March 3, 2014

Name: Dawn Greco
Position: Personal Care Assistant – Bridge Valley Elementary School
\$12.52 per hour
Effective: March 17, 2014

LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name: Lauren Anderson
Position: Special Education teacher – Kutz Elementary School
\$19.75 per hour
Effective: April 18, 2014

Name: Benjamin Breish
Position: Chemistry teacher – Central Bucks High School – West
\$19.75 per hour
Effective: March 5, 2014

Name: Malory Dobson
Position: Elementary teacher – Groveland Elementary School
\$19.75 per hour
Effective: March 11, 2014

Name: Amy Moss
 Position: Student Support Counselor – Kutz Elementary School
 \$19.75 per hour
 Effective: April 10, 2014

Name: Theodore Prajzner
 Position: Social Studies teacher – Central Bucks High School – East
 \$19.75 per hour
 Effective: February 28, 2014

Name: Nicole Roche
 Position: Art teacher – Buckingham Elementary School
 \$19.75 per hour
 Effective: February 24, 2014

Name: Lauren Woodson
 Position: Mathematics teacher – Unami Middle School
 \$19.75 per hour
 Effective: March 10, 2014

Name: Kimberly Zajac
 Position: English teacher – Unami Middle School
 \$19.75 per hour
 Effective: March 19, 2014

CLASSIFICATION CHANGES

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Stephen MacCall-Carter	Temporary Custodian Jamison No Change In Salary	Permanent Custodian Unami No Change In Salary	3/3/2014
Sara Ozias	Personal Care Assistant Bridge Valley \$12.52 Per Hour	Educational Assistant Bridge Valley \$13.74 Per Hour	3/18/14

EDRs

<u>Name</u>	<u>School/Position</u>	<u>Units Paid</u>
Sasha Eisenburg	East/Spring Dramatics	17
Michael Grieco	East/Spring Dramatics – Assistant	8
Jason Morehouse	East/Spring Dramatics – Assistant	6
Lynette Yetto	South/Spring Dramatics	12
Joe Stellino	South/Spring Dramatics - Assistant	7
Stu Kesilman	South/Spring Dramatics - Assistant	4
Sarah LeClair	South/Spring Dramatics - Assistant	2

Brian Weiner	West/Spring Dramatics	12
Joseph Ohrt	West/Spring Dramatics - Assistant	7
Leanne Schrier	West/Spring Dramatics - Assistant	3
Neil Delson	West/Spring Dramatics - Assistant	5

Motion Approved 9-0.

Motion by John Gamble, supported by Stephen Corr, to approve terminations.

TERMINATIONS

Name: Kirk Lauro
 Position: Transportation Assistant – Transportation
 Effective: February 28, 2014

Motion Approved 9-0.

STUDENT ITEMS

Motion by Joseph Jagelka, supported by Kelly Unger, to approve the following student trips:

- CB West AP German and German 4 Honors classes to travel to New York on March 26, 2014
- CB South Baseball team to travel to Lebanon, PA on December 28-29, 2014

Motion Approved 9-0.

STAFF CONFERENCES/WORKSHOPS

Motion by Jerel Wohl, supported by Stephen Corr, to approve the following staff to attend the listed conferences/workshops:

Brian Weaver	7/11-12/14	AP Annual Conference	Philadelphia	331
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Motion Approved 9-0.

INFORMATION/DISCUSSION ITEMS

A Sabbatical Leave of Absence was included as an information item to the Board.

There being no further business before the Board, motion by Tyler Tomlinson, supported by John Gamble, to adjourn at 8:32 p.m.

Motion Approved 9-0.

Respectfully submitted,



Sharon L. Reiner
 Board Secretary

CENTRAL BUCKS SCHOOL DISTRICT
Curriculum Committee Minutes
January 8, 2014

MEMBERS PRESENT

John Gamble, Chairperson
Kelly Unger, Member
Jerel Wohl, Member

OTHER BOARD MEMBERS AND ADMINISTRATORS PRESENT

Jim Duffy
Joe Jagelka
Tyler Tomlinson
Dr. David Weitzel
Dr. Nancy Silvius
Mr. Richard Kratz
Dr. David Bolton

COMMITTEE MEMBERS ABSENT

Gerri McMullin, Member

PUBLIC COMMENT

No public comment

APPROVAL OF MINUTES

Curriculum Committee Minutes from November 13, 2013 were approved as presented.

INFORMATION/DISCUSSION/ACTION ITEMS

Revised Policy 231—Student Travel—Revisions included 1) addition of regulations on administering medication to students while on a trip and 2) additions of clarifying information for staff members on chaperoning trips not associated or approved by the school district. Mr. Joe Jagelka suggested a change in wording for page 3 from “Board, Superintendent or Principal”, to “the school district.” Others board members agreed with his change. Mr. John Gamble inquired about the possibility of a homestay program in the middle schools. Dr. Silvius responded that middle school principals have considered this proposal and unanimously agree that this is not a program they can support for the middle school student age level.

Revised Policy 412—Evaluation of Professional Employees and Policy 413—Evaluation of Temporary Professional Employees—Revisions to these policies are required by PDE to reflect alignment with Act 82. The policies include use of the new state evaluation form and rating of teachers in the four domains: distinguished, proficient, needs improvement and failing.

Advanced Math Update—Dr. Weitzel described the procedures for elementary students who are identified as needing an advanced math course not taught in the elementary school and Dr. Silvius described the same for advanced math middle school students when the course needed is not taught in the middle school. Starting September 2014, these students will take an online advanced math course in their home school during the regular math period. Students will have an online certified teacher available Monday thru Friday 7:30 am to 7:30 pm with 1-to-1 instruction via web meeting/chat/phone. Students also have a personal academic coach who supports and guides the student and parent through the online learning process; monitors program, provides regular feedback, and is accessible by phone/email. For the past few years the district has been working with an online course provider, Educere, in several capacities. Educere will provide the advanced math online courses. This procedure is less disruptive the student’s schedule/day.

ADJOURNMENT

Minutes submitted by Dr. Nancy Silvius, Assistant Superintendent for Secondary Education and Administrative Liaison to the Curriculum Committee.

CENTRAL BUCKS SCHOOL DISTRICT
Finance Committee Minutes
February 19, 2014

Committee Members Present

Jerel Wohl, Chairperson
Tyler Tomlinson, Member

Other Board Members and Administrators Present

John Gamble

Dave Matyas, Business Administrator
Susan Vincent, Director of Finance

Dr. Dave Weitzel, Superintendent

Committee Members Absent

Jim Duffy, Member
Joe Jageika, Member

The Finance Committee meeting was called to order at 7:00 p.m. by Jerel Wohl, Chairperson

PUBLIC COMMENT

Three members of the public were present.

APPROVAL OF MINUTES

The January 15, 2014 Finance Committee meeting minutes were accepted as presented.

INFORMATION/ DISCUSSION/ACTION ITEMS

2014-15 Budget Update – The district continues to work on the budget process and will likely present \$500,000 in expenditure reductions in the employee benefit lines to the Board at the next budget presentation on March 11th. Administration is also working on teacher negotiations which will have an impact on the budget process.

The committee reviewed the proposed revenue increases from state subsidies. According to the Governor's initial budget, CBSD will receive \$50,000 more in basic instructional subsidy and \$1.1M in additional subsidy from the new Ready to Learn Block Grant. Looking at state subsidies, these additional revenues are contingent upon the Governor reducing the employer's PSERS retirement contribution which would eliminate about \$170M in expenses at the state level. The Governor also plans on diverting \$225M from the tobacco settlement fund to the PSERS retirement system. This is one-time revenue that would be used to help pay the state's share of the retirement expenses for 2014-15.

The committee asked how this would impact the district budget for 2014-15? In the current year, 2013-14, the district budgeted for a lower retirement contribution (14.7%) instead of the actuarial recommended amount of 16.9% because the Governor recommended lower contributions in his budget address from February 2013. The state legislature did not agree with the Governor's recommendation and held the contribution rate for 2013-14 at 16.9%. Moving forward into 2014-15, if the Governor can't get legislation passed to reduce employer retirement contributions

and save \$170M, it is likely that the proposed extra revenues to school districts will dry up. It was also noted that the projected state revenues for 2014-15 would bring CBSD back on level with state revenues last seen in 2008-09.

Act 1 Tax Reform Retirement and Special Education Real Estate Tax Exceptions – The official calculations were recently opened in the PDE website to enter data for 2014-15. The district would qualify to increase real estate taxes due to retirement costs by \$2.7M or 1.6 mills and special education costs would allow for \$1.3M tax increase or .8 mills. Act 1 tax reform allows for these exceptions because these costs are out of the control of the local school board as they are prescribed by the state legislature. In addition the Act 1 base index of 2.1% would allow for a real estate tax increase of \$4.2M or 2.6 mills for a total increase of 5 mills or \$8.2M. The district has no intension of using these exceptions. They are applied for as part of the normal budget process each year in case state subsidies are cut as they have been in the past years.

Central Bucks Joint School Building Authority – Before the early 1970's, school districts did not have the legal ability to borrow money and own property. School board's appointed district residents to Authority Boards who would then be able to borrow money to build or renovate schools and also make payments on outstanding debt. The School Board funded the Authority Board. The district has been working with the engineer on the East High School stadium project, and found the district has several properties that are still on record with the county as owned by the Central Bucks Joint School Building Authority. To correct the deeds, the solicitor is recommending the Board appoint several residents of the district and reconvene the Authority Board for the purpose of conveying property from the Authority to the school district. Administration recommends placing an agenda item on the school board's next meeting agenda to appoint Authority members with the intention of holding an authority meeting to convey property in the Authority's name to the school district. The committee directed that an agenda item be developed for the Building Authority.

State Reimbursement for 2011 Debt Payoff and Associated Fund Transfer – In 2011, the district defeased approximately \$35M of outstanding debt and restructured some of the outstanding debt. That is, \$35M in bond principal payments was paid off before their due date. This action reduced future principal and interest payments. The reduced principal and interest payments, helped eliminate long term budgeted expenses and helps the district to accommodate higher retirement system payments without major tax increases.

The debt pay off will also save the state of Pennsylvania money over the years as the state will no longer need to provide reimbursement payments to the district for this debt. As a result, \$261,725.87 was received from the state for the district's share of state savings.

Administration recommended that these funds be transferred from the general fund to the technology capital fund to cover future technology expenses. The committee asked about technology initiatives that this money could be used for? Administration is studying the cost of providing wireless internet access in the secondary schools that can accommodate multiple students logging in concurrently. Committee members also suggested administration look at technology items that provide students with opportunity for hands-on learning centered around science, engineering, and math such as 3D printers, greater access to robotics, and design software. The committee also asked what other technology

related initiatives were in the planning process? Dr. Weitzel indicated that he is currently surveying the faculty, Administration, curriculum developers, and staff developers to solicit feedback on technology related items and training that would help improve instruction and learning. The committee directed administration to place this item on the school board agenda for consideration.

Estimate of Remaining Funds in the 2008 Bond Issue – It was noted that the balance of funds in the 2008 bond issues is approximately \$6.9M after the completion of the CB East High School Project. After allowing funds for construction of the CB East stadium, there will likely be some remaining funds in the bond issue for other projects. The committee asked when the stadium bids results will be available? It was anticipated that the bid results would be available within the next several weeks.

Fixed Asset Appraisal Request For Proposal (RFP) – Administration noted that it has been approximately 10 years since a full appraisal has been conducted of district facilities and building contents. Administration was in the process of developing a Request for Proposals (RFP) for appraisal services and would review the proposal results with the committee within the next two months.

Other Items – The committee discussed school board training and taking advantage of the opportunities of the National School Board Association conference. Most school board members have not been to any training sessions or workshops. It has been several years since board members have attended a conference. The committee asked that this item be placed on the Board agenda for discussion.

It was also noted that the district was in the process of developing bid specifications for school bus replacements.

ADJOURNMENT

The meeting adjourned at 7:35 p.m.

Minutes submitted by Dave Matyas, Business Administrator and Administrative Liaison to the Finance Committee

CENTRAL BUCKS SCHOOL DISTRICT
Human Resources Committee Minutes

January 8, 2014

The Human Resources Committee meeting was called to order at 6:00 PM by James Duffy.

Committee Members Present

James Duffy, Chairperson

Committee Members Absent

Stephen Corr, Member

Geryl McMullin, Member

Jerel Wohl, Member

Other Board Members and Administrators Present

Joe Jagelka

Tyler Tomlinson

Kathleen Walsh, HR Manager

David Weitzel, District Superintendent

Gilbert Martini, HR Director/Admin. Liason

Public Comment

No members of the public were present for public comment.

1. Approval of November 13, 2013 Human Resource Committee Minutes
2. Information/Discussion/Action Items
 - Group Health Insurance Benefit Changes – The committee discussed the impact of the following transportation contract language. “Ten (10) month employees shall be permitted to enroll in the HMO by paying twenty percent (20%) of the HMO rate effective 9/1/13. Beginning 1/1/14, drivers will pay twenty (20%) of the HMO premium rate for single coverage and the District will pay 80% of the premium rate for single coverage. If a driver wants dependent coverage, the driver will pay the full cost of the dependent coverage.” As a result of this change the district will save \$264,000 per year.
 - Worker’s Compensation Cost Summary - The committee received a summary of workers compensation claims/costs by employee group, savings as result of participation in safety initiatives and an explanation of how the district workers compensation program is funded.
 - Bucks Montgomery Health Care Trust – The Committee received an update on district membership in the Trust. Many school districts have now begun contract negotiations with labor groups. Upon the ratification of a new collective bargaining agreement school districts will be required to migrate into the Trust’s preferred medical plans. As of December 31, 2013, the Trust has a surplus of \$5.1M.
 - Executive Session - The committee adjourned to executive session to discuss personnel matters.
3. Adjournment – The meeting adjourned at 6:55 p.m. The next meeting will be scheduled as needed

Minutes submitted by Gilbert R. Martini, Jr., Human Resources Director and Administrative Liaison to the Human Resource Committee

CENTRAL BUCKS SCHOOL DISTRICT
Operations Committee Minutes
January 15, 2014

Committee Members Present

Jim Duffy, Member
Tyler Tomlinson, Member
Scott Kennedy, Director of Operations

Other Board Members and Administrators Present

Jerel Wohl Dr. Dave Weitzel
Paul Faulkner Dave Matyas
Sue Vincent Ken Rodemer

The meeting was called to order at 6:00 PM by Dr. David Weitzel

PUBLIC COMMENT

APPROVAL OF MINUTES

The November 20, 2013 Operations Committee minutes were accepted as presented.

INFORMATION/DISCUSSION/ACTION ITEMS

Ken Rodemer distributed and reviewed the Operations Report.

Scott Kennedy and Ken Rodemer gave an update on the status of the CB East Stadium. The Township review comments were received and addressed in a resubmittal to the Township on 1/8/2014. Architect and site engineer are completing construction drawings. The project will be advertised in February and bids will be received in March.

Scott Kennedy and Ken Rodemer presented a comprehensive list of proposed capital projects for the next ten years. The proposed projects were broken down years 2015-2020 and 2020-2025. Bid results for the following projects will be presented to for award over the next few months: Unami Renovations, CBE Stadium, Holicong renovations, and new roofs. Also, over the next few months, results will be available for paving/sidewalk repairs, CB West PA System, replacement vehicles/equipment, Linden ES stage, Tohickon chiller, ADA access to bleachers at War Memorial field, etc.

Scott Kennedy reviewed the proposal from Cingular Wireless to place a cell tower at the Operations Center. Jeff Garton has reviewed the proposal and has offered comments for Cingular Wireless to review. Some issues include the annual income, approvals from the Township, contract language, etc.

Scott Kennedy presented a facility use fee waiver request from Doylestown Township. The Township is requesting to use Kutz ES for a Saturday program in the cafeteria and would like the fees waived. The Township has waived fees for Kutz students several times over the past year.

ADJOURNMENT

The meeting was adjourned at 6:40 p.m. Minutes submitted by Scott Kennedy, Director of Operations and Administrative Liaison



BUCKS COUNTY INTERMEDIATE UNIT # 22

CALL TO ORDER

The Bucks County Intermediate Unit Board of School Directors conducted its regularly scheduled meeting on Tuesday, February 18, 2014 at 7:08 PM, at the Bucks County Intermediate Unit #22 Administration Building located at 705 N. Shady Retreat Road, Doylestown, Pennsylvania, and notice of the meeting was duly given to the newspapers and to the public as required by law.

PLEDGE OF ALLEGIANCE

The meeting began with the pledge of allegiance, which was led by Elizabeth McCourt's Emotional Support class in the Pearl Buck Elementary School, Neshaminy School District.

ROLL CALL ATTENDANCE

Members

Mr. Michael Hartline, President (Centennial)
Mrs. Patricia Sexton, Vice President (Council Rock)
Mr. John D'Angelo (Bristol Borough)
Mrs. Helen Cini (Bristol Township) *Telephone*
Mr. Stephen Corr (Central Bucks)
Mrs. Wanda Kartal (Morrisville)
Mrs. Ada Miller (Pennridge)
Mr. Christopher Cridge (Pennsbury)
Mrs. Fern Strunk (Quakertown)

ABSENT: Members

Mrs. Pamela Strange (Bensalem Township)
Mrs. Susan Cummings (Neshaminy)
Mrs. Sandra Weisbrot (New Hope/Solebury)
Mrs. Carol Clemens (Palisades)

OFFICERS:

Executive Director
Deputy Executive Director
Treasurer
Secretary

Dr. Barry J. Galasso
Dr. Michael Masko
Mrs. Paula Harland
Mrs. Elizabeth Bittenmaster

PRESENTATION -Dr. Eddie Frasca-Stuart provided a presentation on Student Learning Opportunities; Mr. Ron Rolon provided a presentation on Prevention Programs, and Mrs. Marguerite Vasconcellos provided a presentation on the Executive Function program.

PROGRAMS & SERVICES MINI REPORT - Dr. Masko provided the mini report on Prevention Programs.

SPECIAL EDUCATION MINI REPORT - Ms. Paul provided the mini report on the Executive Function program.

GOOD NEWS REPORT - Dr. Galasso discussed the various items of good news.

PUBLIC PARTICIPATION - Mrs. Beth Teitelman, an IU Behavior Analyst, thanked the Board for their support for all the work that the IU does for the students in Bucks County.

Upon a motion by Mrs. Helen Cini, seconded by Mr. Christopher Cridge, and passed by unanimous voice vote by eight (8) Board Members, the Board approved item 1:

Approved the Agenda Items 1-32 from the January 21, 2014 BCIU Board of School Directors Meeting.

Upon a motion by Mr. Christopher Cridge, seconded by Mr. Stephen Corr, and passed by unanimous roll call vote by eight (8) Board Members, the Board approved item 2:

Approved the Appointment of Mrs. Wanda Kartal, Morrisville (2015) to fulfill the unexpired term previously held by Mr. John DeWilde on the Bucks County Intermediate Unit #22 Board of School Directors.

Roll Call Vote:

BOARD MEMBER	Y/N	BOARD MEMBER	Y/N
Mr. Michael Hartline, P	Y	Mr. John D'Angelo	Y
Mrs. Patricia Sexton, VP	Y	Mrs. Ada Miller	Y
Mr. Christopher Cridge	Y	Mrs. Helen Cini	Y
Mr. Stephen Corr	Y	Mrs. Fern Strunk	Y

Upon a motion by Mrs. Patricia Sexton, seconded by Mr. Stephen Corr, and passed by unanimous voice vote by nine (9) Board Members, the Board approved items 3-23:

APPROVAL OF MINUTES

Approved the minutes from the January 21, 2014 Board Meeting. (Refer to Minutes in February 18, 2014 Board Agenda).

APPROVAL OF TREASURER'S REPORT

Approved the Treasurer's Report for the period of July 1, 2013 through January 31, 2014. (Refer to Report in February 18, 2014 Board Agenda).

APPROVAL OF BILLS FOR PAYMENT

Approved the Bills for Payment for the month of January 2014. (Refer to Report in February 18, 2014 Board Agenda).

APPROVAL OF BUDGET

Approved the following 2013-2014 Budget: 2014 School Improvement Support for Priority Schools in the amount of \$824,150. (Refer to Budget Summary in February 18, 2014 Board Agenda).

APPROVAL OF BUDGET REVISION

Approved the following Budget Revision: 2013-2014 Homeless Children's Initiative Grant Regional Activities-Region 8 in the amount of \$366,268. (Refer to Budget Summary in February 18, 2014 Board Agenda).

APPROVAL OF GENERAL FUND AND SPECIAL REVENUE FUND TRANSFERS

Approved the General Fund and Special Revenue Fund Transfers for January 2014 in the amount of \$234,040. (Refer to Report in February 18, 2014 Board Agenda).

APPROVAL OF 2012-2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT, SINGLE AUDIT REPORT, COMMITMENT OF FUND BALANCE AND YEAR-END BUDGET TRANSFERS

Approved the 2012-2013 Comprehensive Annual Financial Report, Single Audit Report, Commitment of Fund Balance and Year End Budget Transfers for the fiscal year ended June 30, 2013. (Refer to Reports in February 18, 2014 Board Agenda).

APPROVAL OF AGREEMENT

Approved the Agreement with Centennial School District for Principal Consulting Services for the period of January 28, 2014 to May 31, 2014 at a rate of \$500 per Principal Consultant per day. (Refer to Agreement in February 18, 2014 Board Agenda).

APPROVAL OF AGREEMENT

Approved the Agreement with Pottsgrove School District for Quality Review of Gifted Program Services for the period from January 29, 2014 through June 30, 2014 for a fee of \$12,800. (Refer to Agreement in February 18, 2014 Board Agenda).

APPROVAL OF EARLY CHILDHOOD PRIVATE PROVIDER ADDITIONAL SERVICES

Approved the 2013-2014 Early Childhood Private Provider Additional Services for the period from July 1, 2013 through June 30, 2014 in the amount of \$191,009.26.

Additional Services:

Abington Speech (Speech Therapy)	\$38,000.00
Children's Developmental Program (Tuition)	20,634.26
Doylestown Hosp/Children's Village (PCA)	7,375.00
Easter Seals (PCA)	35,000.00
Easter Seals (Occupational Therapy)	10,000.00
Easter Seals (Physical Therapy)	10,000.00
Easter Seals (Special Instruction)	5,000.00
Easter Seals (Speech Therapy)	5,000.00
Gamut Early Intervention (ABA/PCA Svcs)	30,000.00
Ken-Crest Services (Tuition)	20,000.00
St. Paul's Preschool (PCA)	3,000.00
William Penn Center (Speech Therapy)	5,000.00
William Penn Center (Special Instruction)	2,000.00
Total:	<u>\$191,009.26</u>

APPROVAL OF AGREEMENT

Approved the Agreement with Better Leading and Learning Consultants, LLC for consulting services for the period of February 18, 2014 to June 30, 2015 in an amount not to exceed \$15,000.

APPROVAL OF AGREEMENT

Approved the Early Complaint Resolution Agreement for action taken on January 2, 2014.

APPROVAL TO ASSIST IN SUPERINTENDENT SEARCH

Approved to provide assistance to the Morrisville Superintendent Search Committee for the period of February 2014 until June 30, 2014, or until assistance is no longer requested for an approximate reimbursement amount of \$1,000 for expenses.

APPROVAL OF CONTRACTS AND PURCHASES

Approved the following contracts and purchases for the month of February 2014:

Vendor	Description	Budget	Amount
<u>Contracts</u>			
ARAMARK	Customer Agreement to Provide Coffee Services and Equipment for a Term of Eighteen (18) Months. Actual Costs to be Charged Back to Programs Utilizing the Service	Facilities Services	\$3,930.00
Katherine K. Dahlsgaard	Presenter Fee "All Kinds of Anxiety"	IDEA	500.00

Julie Eastburn	Workshop on March 6, 2014 Presenter Fee "Best Instructional Practices for Teaching CCSS in Math on January 23, 2014	Federal Programs	375.00
Heineman	Keynote Presenter Fee for Georgia Heard, Topic TBD on March 29, 2014	Federal Programs	4,000.00
Lori Lennon	Presenter Fee Title 1 Parent Workshop on March 27, 2014	Non Public Programs	200.00
Worth & Company, Inc.	Preventive Maintenance Contract on HVAC System at Quakertown Center Classroom as Required by Lease from April 1, 2014 through March 31, 2015	Special Education	927.00
Strategic Account Services, LLC	Maintenance Agreement on Computer/ Server Room Cooling System from February 25, 2014 through February 25, 2015	Technology Services	5,793.00
Angela Watters	Presenter Fee "Introduction : Common Core" November 5, 2013 at Souderton High School	Programs & Services	450.00
Angela Watters	Presenter Fee "Curriculum of Talk" January 17, 2014 at St. Mark's School	Federal Programs	475.00
		Sub-Total	<u>\$16,650.00</u>
Vendor	Description	Budget	Amount
Purchases			
Voyager Expanded Learning, Inc.	Twenty (20) License Renewals @ \$84.94/License for "Reading A -Z"	Non Public Programs	\$1,699.00
		Sub-Total:	<u>\$1,699.00</u>
		Grand Total:	\$18,349.00

APPROVAL OF INSURANCE POLICY RENEWAL

Approved to Renew the Intermediate Unit's Group Long Term Disability Insurance Policy with National Insurance Services of Wisconsin, Inc. for the period of March 1, 2014 through February 28, 2015 for an approximate annual premium of \$120,000. (Refer to Renewal Letter in February 18, 2014 Board Agenda).

APPROVAL OF AGREEMENTS

Approved the Agreements with Academic Recovery Liaisons to provide consulting services for the period from February 19, 2014 to September 30, 2014 for an amount not to exceed \$416,000. (Refer to Agreements in February 18, 2014 Board Agenda).

APPROVAL OF AGREEMENT

Approved the Agreement with Lead Academic Recovery Liaison to provide consulting services for the period of February 19, 2014 to September 30, 2014 for an amount not to exceed \$60,000. (Refer to Agreement in February 18, 2014 Board Agenda).

APPROVAL OF AGREEMENT

Approved the Agreement for a feasibility study and pre-design phase services as proposed by D'Huy Engineering, Inc. for restroom renovations at the IU Central Office during the period of Spring/Summer 2014 for an amount of \$6,000. (Refer to Agreement in February 18, 2014 Board Agenda).

APPROVAL OF FIRST READING OF BOARD POLICY

Approved the First Reading of Board Policy #1340.1 - Use of Teleconferencing. (Refer to Policy in February 18, 2014 Board Agenda).

APPROVAL OF SECOND AND FINAL READING OF BOARD POLICY

Approved the Second and Final Reading of Board Policy #004.1 Ethics Act and Conflicts of Interest. (Refer to Policy in February 18, 2014 Board Agenda).

APPROVAL OF VARIOUS HUMAN RESOURCES ITEMS

Approved the various Human Resources items (a through g) for February 2014 (Refer to attached report dated February 18, 2014).

INFORMATION ITEMS – Jack Brady provided a legislative report.

OLD BUSINESS – None

NEW BUSINESS – None

PUBLIC PARTICIPATION None

Upon a motion by Mr. Stephen Corr, seconded by Mr. Christopher Cridge, and passed by unanimous voice vote of nine (9) Board Members, the Board adjourn the meeting.

ADJOURNMENT

The meeting adjourned at 8:33 PM.

NEXT MEETING

The next regularly scheduled meeting of the Bucks County Intermediate Unit Board of School Directors is: Tuesday, March 18, 2014 at 7:00 PM at the Bucks County Intermediate Unit #22 Administration Building, 705 N. Shady Retreat Road, Doylestown, PA 18901.

Elizabeth Bittenmaster

Elizabeth Bittenmaster, Board Secretary
Bucks County Intermediate Unit #22
Board of School Directors

Official

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
EXECUTIVE COUNCIL MINUTES
February 10, 2014

- I. The regular meeting of the MBIT Executive Council was convened on Monday, February 10, 2014, at 5:32 p.m. by Dr. Bill Foster, Vice Chairperson, in Room 101 at MBIT. The Executive Council rose to recite the Pledge of Allegiance to the flag. The following members were in attendance:

Council Members

Mr. Mark Byelich, Council Rock S.D.
Mr. Daniel DuPont, New Hope Solebury S. D. (Alternate)
Dr. Bill Foster, Council Rock S.D.
Mr. John Gamble, Central Bucks S.D.
Mrs. Betty Huf, Centennial S.D.
Mr. Joseph Jagelka, Central Bucks S.D.
Mr. Charles Kleinschmidt, Centennial S.D.
Mrs. Jane Schrader Lynch, Centennial S.D.
Mr. R. Tyler Tomlinson, Central Bucks S.D. (Alternate)

Absent

Mrs. Susan Atkinson, New Hope Solebury S.D.
Mrs. Kelly Unger, Central Bucks S.D.

Others in Attendance:

Mr. Mark Klein, MBIT Superintendent of Record, Council Rock S.D.
Mrs. Denise Dohoney, Assistant Director
Mr. Jeffrey Garton, Esq., School Solicitor
Mr. Richard Hansen, Facility Supervisor
Mrs. Roberta Jackiewicz, Assistant Board Secretary
Mr. Vincent Loiacono, Director of Facility Operations
Mrs. Stacy Pakula, Career and Technical Education Supervisor
Mrs. Kathryn Strouse, Administrative Director
Mr. Robert Vining, Business Manager

- II. Guests at the meeting included Ms. Kati Driban, Centennial School District School Board Director and Mr. Mark B. Miller, (Alternate MBIT Executive Council Member) Centennial School District School Board Director/ Chair of PSBA Career and Technical Education State Task Force.
- III. Mr. Garton explained that based on School Code, there must be a majority vote to elect a Chairperson.
- IV. Dr. Foster invited nominations for the Executive Council Chairperson from the floor.

Mrs. Schrader Lynch moved, Mr. Gamble seconded to nominate Mrs. Huf as Chairperson.

Mr. Jagelka moved, Mr. Gamble seconded to nominate Mr. Kleinschmidt as Chairperson.

Dr. Foster invited other nominations from the floor. Hearing none, Mrs. Schrader Lynch moved, Mr. Gamble seconded, passed unanimously, to close nominations.

Mrs. Huf shared her experience and some of the goals she would like to accomplish as Chairperson. Mr. Kleinschmidt said he would appreciate having the opportunity to serve as Chairperson and also serve in essence as the Ombudsman for MBIT.

The results of a roll call vote to elect a Chairperson of the Executive Council for 2014 were: Mrs. Huf 4 votes and Mr. Kleinschmidt 5 votes. Mr. Kleinschmidt was elected Chairperson of the Executive Council for 2014.

Mr. Kleinschmidt assumed the chair and said it is indeed an honor and he looks forward to working with everyone.

- V. Ms. Driban thanked Mr. Vining for the awesome budget process again. She said he works so hard to always bring us in at or below Act I. She also thanked all of Administration for backing the process and helping Mr. Vining work through it. She thanked the staff for their efforts to really tighten their budgets and only ask for the things they really need for the students to succeed. Ms. Driban added that she hopes Administration will pass on that they do appreciate what the staff does to help the budget process and bring us in at Act I.

Ms. Driban noted that there is a vote on a transformer replacement project and while she was here as Chair of Finance, they heard quite a bit about these transformers and some of the issues that can arise if they're not fixed before they go down. She said she sincerely hopes that the Executive Council that is presently seated will allow this project to go through for the good of the building and the students.

Ms. Driban concluded that she was very happy to see in the publicity report that there were more tweets for the blood drive than there were for school closing and she was very proud of the students for that.

- VI. Mr. Kleinschmidt noted that despite the challenging weather forecasts this winter, our Middle Bucks students have been busy. The SkillsUSA District 2 Competition, hosted by Central Montco Technical High School, was held on January 29th. Middle Bucks had 55 competitors participate who earned a total of 37 medals; 18 gold medals, 11 silver medals and 8 bronze medals. Our gold medal winners will now represent District 2 at the Pennsylvania SkillsUSA State Competition on April 9th through the 11th at the Hershey Lodge and Conference Center.

Students from Culinary Arts and Public Safety along with some of our staff members will participate in the Grand Re-opening event at Central Bucks East. Our culinary students will provide refreshment for the event and our public safety students and staff members will share the interesting things happening at Middle Bucks.

Mr. Kleinschmidt concluded that on February 20th, Middle Bucks will induct nineteen new students into the National Technical Honor Society. The ceremony will be held at 4:00PM in the George Russ Conference Room.

- VII. Mrs. Huf commented that she thinks the success of all of our students is wonderful and it just proves how the programs here are working and it also speaks to our staff. It is good Public Relations for MBIT and she is proud of each and every one of them.

Mrs. Schrader Lynch noted that she is unable to attend the meetings in March and Mr. Miller will attend on her behalf. She also thanked Mrs. Huf for her years of service, that she knows will continue, and for her strong dedication to the students in all of the districts and especially to her district, Centennial.

Mr. Gamble welcomed Mr. Daniel Dupont of New Hope Solebury School District.

- VIII. Mrs. Huf moved, Mr. Gamble seconded, passed unanimously to approve the minutes of the January 13, 2014 meeting. Attachment 1 (pg. 1-1)

- IX. Routine Business:

A. Administrative Report

1. Mr. Vining reviewed the proposed 2014/2015 Budget. He discussed the unknowns, which include health insurance costs, retirement, insurance, utilities, state subsidies, and federal grants. The goal was to be at or under the Act 1 index of 2.1%. The estimated total expenditures are \$10,145,771, which is an increase of \$208,193, and a 2.1% increase over last school year. Assumptions include salaries, medical and prescription benefit costs, and PSERS pension costs. We lowered advertising, printing and supplies lines and utilities remained level with 2013/14. He reviewed components of the increase, discussed the General Fund receipts from member school districts and local, state and federal revenue. He also reviewed other budget details. The other budgets included the Capital Reserve Fund, Adult Education, Production Fund, Proprietary and Fiduciary Funds. The next step in the process will be to finalize the General Fund and Lease Rental Budget and other budgets at the March Executive Council meeting.

Discussion included the following:

Advertising was decreased by about \$7,000. Mr. Vining said he accomplished this by looking through history and what we had been spending. It was asked if we are adequately resourcing our advertising and Mr. Vining responded that he thinks we are. Some of the expenses are for meetings and we are doing more marketing through Tweets and using listserves etcetera.

It was asked if there have been any discussions with the districts about a zero increase. Mr. Vining said he has not had that discussion and if we got to zero right now, we would probably be hurting programs. The things that are driving the increase right now are not in our control. They are basically the state, the retirement and teachers contracts. It was asked what the contractual increase is on the teacher contracts and Mr. Vining said it is approximately .73% or \$62,000.

There was a question asking how the 3% increase for administrative staff was determined. Mr. Vining explained it is an arbitrary number and we'll be back in May or June with recommendations as to the salaries. He said at that time, the Council can make their decision about what they want to do in terms of supporting an increase. Other Council comments included that it is a place holder and doesn't mean the staff is getting 3%, the Council votes on what it is, but it is being budgeted for 3% and he could just have easily budgeted for 2%. It was asked what the 3% came out to if there was a dollar amount of \$62,000 for teachers. Mr. Vining responded that it came out to a net decrease of \$1,385. There was another question asking what the overall cost was of the Administrative Staff. Mr. Vining did not have that information at this meeting. It was asked if there was a minimum increase that the board voted on. Mr. Vining explained that the ACT 93 Agreement is silent to a percentage. Last year the increase was 2% for the rest of the staff. The 3% increase is figured in to create a place holder to allow flexibility. It was asked what it was budgeted for last year and Mr. Vining said it was budgeted for 2%.

Mr. Vining also explained that the Production Fund includes live work, student built house, Aspirations, Salon Extreme, student fees, summer school consortium and summer enrichment camp. The production fund is not a reserve, it is a working fund. He also explained it is a separate set of accounts used to account for the resources, incomes and expenditures and is separate from the General Fund.

It was asked if this is the highest amount we received for the student built house and what the profit was after expenses. Mr. Vining explained that there was only one bid this year, which was for \$82,500. The most we have ever received for the house is \$97,901. There were three people who bid that year and competed against each other. In the last six years, we earned about \$100,000 from the house. This year we are not going to have a profit; we are going to sell it for about what we paid for it. The mitigating factors are that the instructor passed away in September of last year and we had to pay a contractor to close the house before Hurricane Sandy.

There are 38 children enrolled in the Lil Bucks Partners in Learning Childcare Center.

Mr. Tomlinson exited the meeting at 6:10 PM.

- B. Mr. Gamble moved, Mrs. Huf seconded, passed unanimously to receive and file MBIT's update including activities/events, correspondence and related matters as per Attachment 2 (pg. 2-1)
- C. Committee Reports
 - 1. Mr. Klein, Superintendent and Chairperson of the Professional Advisory Council said there was nothing to add to the minutes. Attachment 3 (pg. 3-1)

2. Mr. Jagelka, Chairperson Pro Tem of the Building, Security and Technology Committee had nothing to add to the report included in the packet. Attachment 4 (pg.4-1)
 3. The Program, Policy and Personnel Committee meeting scheduled on February 4, 2014 at 5:15 PM was cancelled. Attachment 5 (pg. 5-1)
 4. Dr. Foster, Chairperson Pro Tem of the Finance Committee stated Mr. Kleinschmidt, Dr. Foster, Mr. Vining and Mrs. Strouse attended the meeting. He explained there would be a vote on the transformer update. There were 6 bids received for the transformers ranging from \$70,000 to \$145,560. The low bid was \$70,000, and the bid we are proposing is \$82,900, which is for copper winding transformer. He said these transformers are from 1969 and Mr. Vining explained at the meeting that the engineers highly recommended copper because it doesn't expand and contract with repeated use. We are putting the coils in existing casings and the engineer's advice was to go copper. They also discussed the student built house and budgets. Attachment 6 (pg. 6-1)
 5. Mr. Kleinschmidt announced he will meet with Mrs. Strouse and send out information regarding the committee and chair assignments. He asked the members to let him know if there are any questions or preferences.
- D. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to approve the Cash Payments Report for January. Attachment 7 (pg. 7-1)
- E. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to approve the Treasurer's Report for December. Attachment 8 (pg. 8-1)
- X. Current Agenda Items
- A. Personnel Items
1. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to ratify the extension of employment of Louise Forliano as short-term substitute Main Office Administrative Assistant/Receptionist effective January 21, 2014 until the return of our staff member to full days, at an hourly rate of \$16.00, with statutory benefits only.
 2. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to ratify the qualifying leave of absence consistent with Policy #435.1 – Family and Medical Leave for Gregory Smith, Practical Environmental Landscaping Teacher, effective February 5, 2014.
 3. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to approve the qualifying leave of absence consistent with Policy #535.1 – Family and Medical Leave for Robin Ackerman, Instructional Assistant, effective February 21, 2014.

4. Mrs. Huf moved, Mrs. Schrader Lynch seconded, passed unanimously, to ratify employment of the additional spring 2014 Adult Evening School staff. Attachment 9 (pg. 9-1)

B. Other Matters for Consideration

1. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to approve the additional field trips for the 2013/14 school year. Attachment 10 (pg. 10-1)
 2. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to receive and file the ISO 9001:2008 Surveillance Audit. Attachment 11 (pg. 11-1)
 3. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to accept the proposal from Carr & Duff, Inc. for the Transformer Replacement Project - Phase 1 and to award contract value of \$82,900 for the work as specified in the bid documents. The administration is recommending Alternative B - Option for Copper Winding. Project is to be paid for from the Capital Reserve Fund. Attachment 12 (pg. 12-1)
 4. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to approve house bid of Anne Ruff, in the amount of \$82,500.00 and sell the 2011-2014 student-built house as per sales agreement specifications. Attachment 13 (pg. 13-1)
 5. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to approve a three year License Agreement, effective March 1, 2014 through March 31, 2017, between Central Bucks School District and Middle Bucks Institute of Technology to authorize Central Bucks School District to park thirty (30) school busses in the rear parking lot of MBIT. In return for the service, Central Bucks agrees to maintain the parking area and security fencing and provide snow removal. Attachment 14 (pg. 14-1)
 6. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, to approve the Amendment No. 1 to the Bucks and Montgomery County Schools Health Care Consortium Trust Agreement to permit community colleges to participate in the Consortium. Attachment 15 (pg. 15-1)
 7. Mrs. Huf moved, Mr. Jagelka seconded, passed unanimously, authorizing the administration to pursue federal, state and local funds consistent with the MBIT approved Strategic Plan.
- XI. Mrs. Huf moved, Mr. Gamble seconded, passed unanimously, to adjourn the February 10, 2014 meeting of the MBIT Executive Council at 6:15 PM.

Respectfully submitted,

Roberta Jackiewicz
Assistant Secretary



CENTRAL BUCKS SCHOOL DISTRICT

LEADING THE WAY

The Central Bucks Schools will provide all students with the academic and problem-solving skills essential for personal development, responsible citizenship, and life-long learning.

**CENTRAL BUCKS BOARD OF SCHOOL DIRECTORS
RESOLUTION IN SUPPORT OF HB 1424
HOLOCAUST, GENOCIDE AND
HUMAN RIGHTS VIOLATION INSTRUCTION**

WHEREAS, issues of Genocide and Human Rights Violations are a continuing part of world events;

AND, WHEREAS, the Central Bucks School District instructs our students on the Holocaust, Genocide, and Human Rights Violations through Social Studies and Language Arts courses grades seven through twelve;

AND, WHEREAS, each Central Bucks school promotes a culture of understanding, tolerance, and respect of all peoples and responds to the needs of those less fortunate near and far;

NOW, THEREFORE, the Central Bucks Board of School Directors adopts this RESOLUTION in support of House Bill 1424 to require instruction in Pennsylvania Schools on the Holocaust, Genocide and Human Rights Violations within a course of study in Social Studies and Language Arts. Upon adoption, the Board directs the Superintendent to send this Resolution to all local state legislators and to the Pennsylvania School Boards Association.

Adopted this 25th day of March, 2014

By

Paul B. Faulkner, President

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 8, 2014

FOR ACTION: Construction Contracts, Development Agreements, and Design Services

The Central Bucks School District's long range facility plan includes renovations to the CB East HS. During the renovations, sections of the exterior wall on the East side of the school were found to be in poor condition. The general contractor was instructed to repair the walls with helical anchors followed by repointing of the brick. This item was discussed at two Operations Committee meetings.

RECOMMENDATION:

The administration is recommending that the Board approve a change order to Boro Construction for exterior wall repairs at CB East in the amount of \$26,484.51.



AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): Additions and Renovations for Central Bucks High School East 2804 Hollicong Road Doylestown, PA 18902-1400	CHANGE ORDER NUMBER: GC-68 DATE: March, 19 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Boro Developers, Inc. d.b.a. Boro Construction 400 Feheloy Drive King of Prussia, PA 19406	ARCHITECT'S PROJECT NUMBER: 2213 CONTRACT DATE: September 14, 2010 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

RE: GC COR#104 Install helical anchors, grind and repaint existing exterior veneer	\$72,739.00
RE: GC COR# Remit remaining allowance GC- 01,02,03A, 04,05,06,07,08,09, and 11	(\$46,254.49)

The original Contract Sum was	\$ 14,843,100.00
The net change by previously authorized Change Orders	\$ 402,688.01
The Contract Sum prior to this Change Order was	\$ 15,245,788.01
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,484.51
The new Contract Sum including this Change Order will be	\$ 15,272,272.52

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kelly, Clough, Bucher and Associates, Inc.	Boro Developers, Inc. d.b.a. Boro Construction	Central Bucks School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
8 East Broad Street, Hatfield, PA 19440	400 Feheloy Drive, King of Prussia, PA 19406	20 Welden Drive, Doylestown, PA 18901
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature) Bruce H. Shapiro, LEED AP	BY (Signature)
Mark Marella	Chief Operating Officer	
(Typed name)	(Typed name)	(Typed name)
3/12/14	3/25/14	
DATE	DATE	DATE

Prepared by and return to:
Craig A. Smith, Esquire
Smith & Porter, P.C.
301 South State Street
Newtown, PA 18940
215-860-2171

CPN #s: 6-14-12 and 6-14-100-1

LAND DEVELOPMENT AGREEMENT

DEVELOPER	<u>CENTRAL BUCKS SCHOOL DISTRICT</u>
AMOUNT OF SECURITY	<u>\$1,305,046.77</u>
NAME OF DEVELOPMENT	<u>CENTRAL BUCKS EAST HIGH SCHOOL STADIUM and ATHLETIC FIELD IMPROVEMENTS</u>

THIS AGREEMENT made this day of , 2014, by and between CENTRAL BUCKS SCHOOL DISTRICT, a School District created pursuant to the laws of the Commonwealth of Pennsylvania, maintaining its principal place of business at 20 Welden Drive, Doylestown, PA 18901 (hereinafter called the "Developer") and the TOWNSHIP OF BUCKINGHAM, a Second Class Township authorized and existing under the laws of the Commonwealth of Pennsylvania, maintaining a business address at 4613 Hughesian Drive, P.O. Box 413, Buckingham, Pennsylvania 18912 (hereinafter called the "Township").

W I T N E S S E T H:

WHEREAS, a land development plan for "Central Bucks East High School - Stadium and Athletic Fields," prepared by Gilmore & Associates, Inc., dated November 10, 1999, last revised March 7, 2014 (hereinafter the "Plan") on land located at the intersection of Anderson Road and Holicong Road in Buckingham Township, Bucks County, Pennsylvania, has been reviewed by the Township Planning Commission, and finally approved by the Buckingham Township Board of Supervisors at their public meeting held October 14, 2009, as memorialized in a letter from the Township Solicitor to Scott Kennedy, dated November 19th, 2009 (hereafter "Final Approval"); and

WHEREAS the Final Approval was appealed to the Court of Common Pleas of Bucks County, which by Order dated April 19th, 2011 denied the Appeal and affirmed the Final Approval; and

WHEREAS the April 19th, 2011 Order of the Court of Common Pleas of Bucks County was appealed to the Commonwealth Court, which by Order dated March 8th, 2012 denied the Appeal and affirmed the April 19th, 2011 Order of the Court of Common Pleas of Bucks County; and

WHEREAS, the Plan shows the development of a new athletic stadium on Tax Map Parcel No. 6-14-12 and existing athletic fields on Tax Map Parcel No. 6-14-100-1. TMP No. 6-14-12 (hereinafter "Stadium Tract") currently contains the Central Bucks East High School and Holicong Middle School buildings and associated athletic facilities, parking and stormwater management facilities. TMP No. 6-14-100-1 (hereinafter "Athletic Fields Tract") was a tract that CBSD

acquired by a Declaration of Taking filed on September 14, 1994 and currently uses as athletic fields (the Athletic Fields Tract and Stadium Tract are hereinafter collectively referred to as the "Real Estate"); and

WHEREAS, the Real Estate, legal descriptions of which are attached hereto as Exhibit "A", is located within the I - Institutional District under Buckingham Township's Zoning Ordinance; and

WHEREAS, Developer shall proceed to construct the development in accordance with the "Central Bucks East High School Stadium and Athletic Fields Final Land Development Plan" (36 Sheets) dated November 10, 1999, last revised March 7, 2014, prepared by Gilmore & Associates, Inc. (hereinafter "Gilmore") and clarified by the following supporting documentation:

- "Post-Construction Stormwater Management Report and Erosion & Sedimentation Control Report for Central Bucks East High School Stadium and Athletic Fields," prepared by Applicant's Engineer, dated November 10, 1999, last revised May 1, 2009;
- "Addendum for the Post Construction Stormwater Management Report," prepared by Applicant's Engineer, dated September 4, 2009;
- Revised Final Plan Waiver Request List prepared by Applicant's Engineer, dated May 1, 2009;
- Amendment to Revised Final Plan Waiver List prepared by Applicant's Engineer, dated June 9, 2009;
- Project Information Package prepared by Applicant's Engineer, dated May 1, 2009, containing the following:
 - Athletic Field Cut/Fill Analysis
 - Stadium Cut/Fill Analysis
 - Traffic Management Plan
 - Sanitary Sewer Agreement
 - Swimming Pool Backwash Procedure

- Safety Data Sheets
 - Existing Tree Tabulation;
- Traffic Impact Study prepared by Horner & Canter Associates, Inc., dated January 18, 2000, updated April 17, 2009;
- Itemized Response Letter prepared by Applicant's Engineer, dated May 7, 2009;
- Supplemental Stormwater Management information summarizing pre-development (1967) conditions received by Knight Engineering, Inc. (hereinafter "Township Engineer") on June 2, 2009; and
- Letter Revising Stormwater Calculations to include 2.31 acres of parking, prepared by Applicant's Engineer, dated September 8, 2009; and
- "Holicong Infiltration System Expansion Central Bucks East High School" Plan prepared by Gilmore & Associates, Inc., dated March 26, 2014; and
- Hydrograph Summary Report and Pond Report titled "Expansion of Holicong Infiltration System for Central Bucks East High School" prepared by Gilmore & Associates, Inc., dated March 26, 2014.

(hereafter collectively "Site Plans"); and

WHEREAS, a listing of the improvements to be constructed by Developer is attached hereto as Exhibit "B" (hereafter "Improvements"); and

WHEREAS, the Township desires that the Developer deposit with the Township an irrevocable Letter of Credit drawn to the order of the Township upon TD Bank, N.A., cash or such other security as the Board of Supervisors shall approve in the amount of ONE MILLION THREE HUNDRED FIVE THOUSAND FORTY-SIX AND 77/100 DOLLARS (\$1,305,046.77) to guarantee to the Township and assure the completion of the Improvements as set forth in

a letter from the Township Engineer to the Township Solicitor dated March 25, 2014 (Exhibit "C"); and

WHEREAS, the Township is willing to permit Developer to commence said construction upon the execution of and compliance with this Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the approval by the Township of Developer's request to commence construction of the Improvements to "Central Bucks East School Stadium and Athletic Fields" by the issuance of a building permit, and upon compliance by the Developer with the terms and conditions hereof, Developer, intending to be legally bound, covenants and agrees with the Township to the following:

A. FINANCIAL SECURITY:

1. SECURITY - In order to insure the construction of the Improvements referred to hereinabove, the Developer shall deposit with the Township the sum of ONE MILLION THREE HUNDRED FIVE THOUSAND FORTY-SIX AND 77/100 DOLLARS (\$1,305,046.77), in an irrevocable Letter of Credit drawn to the order of the Township upon TD Bank, N.A., or post such other security as the Township's Board of Supervisors shall approve for the purpose of guaranteeing that the Developer shall fully complete the Improvements set forth on the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement (hereinafter referred to as the "Deposit"). The original Letter of Credit and all succeeding Letters of

Credit must be in the form attached hereto as Exhibit "D" or other form satisfactory to the Township Solicitor and must be approved by him or her in writing before delivery to the Township. Renewal Letters of Credit containing the same terms as the original Letter of Credit may be presented directly to the Township without the Township Solicitor's approval.

2. DEPOSIT AN ESTIMATE - The Deposit is only an estimate of the cost of completion of the Improvements and under no circumstances is it to be construed as a limitation of Developer's obligations for construction of the Improvements. In the event that the Deposit is inadequate to cover the cost of Improvements, as determined reasonably by the Township Engineer, as set forth in the Municipalities Planning Code Section 509, found at 53 P.S. 10509, Developer shall increase the amount of the Deposit as required by the Township for the purpose set forth above.

3. PAYMENT OF FEES, COSTS AND DEPOSIT A PRECONDITION TO TOWNSHIP SIGNING AGREEMENT - Prior to the execution of this contract by Township, or the issuance of any building or other permit for any construction or other activity on the Real Estate, Developer shall deliver acceptable financial security in the amount determined pursuant to Paragraph 1 above to the Township; and shall have tendered all fees required by this Agreement and the Township fee schedule, including the payment of costs for legal, administrative and engineering expenses incurred by the Township.

4. USE OF LETTER OF CREDIT - If a letter of credit is used to post the financial security required pursuant to paragraph 1, it shall contain terms

that provide for an automatic renewal until such time as the Improvements are completed and accepted by the Township. It shall be the Developer's obligation to see to it that the letter of credit does not expire without replacement thereof. At least 30 days prior to the termination date on any letter of credit, Developer shall provide a new or renewed letter of credit or other security, acceptable to the Township Solicitor. Failure to meet the foregoing obligation shall entitle the Township to stop all work on the job, and to refuse building permits and occupancy permits until such time as proper security is posted. In addition, if Developer does not provide a new or renewed letter of credit or other security at least 30 days prior to the termination date on any letter of credit, that shall constitute a default hereunder and the Township may proceed against the existing security posted hereunder for the cost of completion of the Improvements and engineering, legal and other fees as elsewhere provided in this Agreement. If a new letter of credit is posted the Township will return the prior letter of credit to the Developer promptly.

5. REDUCTIONS IN AMOUNT OF DEPOSIT - It is agreed that a percentage of the Deposit will be released as portions of the Improvements described in the Agreement are completed. Upon written request of Developer to the Township and upon certification by the Township Engineer that a specific percentage or dollar amount of the Improvements has been installed, a release shall be executed. Each request for release of funds shall state the nature of the Improvement(s) completed, dates and amounts of previous releases, amount of security remaining as well as any other information

required by the Township. Each release of security (originally provided at one hundred percent (100%) of the estimated construction cost, plus ten percent (10%) contingency, plus an inflationary factor) shall not exceed ninety five percent (95%) of the estimated cost of construction in place. With each release shall be added a sum as a pro-rata share of the inflation factor. The first ONE HUNDRED THOUSAND Dollars (\$100,000.00) due to be so released shall not be released but shall be retained as security for any necessary expansion to the Holicong Infiltration System. Such security shall be retained through the Maintenance Period (hereinafter defined) and returned in accordance with paragraph 9 hereof. That amount and the remaining fifteen percent (15%), being five percent (5%) of the construction cost plus the ten percent (10%) contingency, shall be retained until certification by the Township Engineer of the satisfactory completion of all Improvements (including the Maintenance Period).

Upon completion of the Improvements, the remaining Deposit, other than provided above, shall be returned to the Developer after the Township Engineer has filed with the Township a Certificate of Completion, and only after release of same is approved by the Board of Supervisors of the Township.

6. INTEREST TO BELONG TO TOWNSHIP All interest, if any, earned on all cash deposits either in the ESA account (hereinafter defined) or resulting from a Letter of Credit posted for Improvements, if it is cashed in, shall inure to the benefit of the Township and shall belong to the Township.

7. MAINTENANCE FUND - Release of the remaining portion of the above Deposit shall be conditioned upon the Developer depositing with the Township either cash or a new irrevocable Letter of Credit in the amount of TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 02/100 DOLLARS (\$295,757.02) for the maintenance of the Improvements, as set forth herein; security for any necessary expansion to the Holicong Infiltration System; and payment of all bills incurred by the Township for engineering, legal and administrative services either prior to acceptance of the completed Improvements, or during the maintenance period, or following the eighteen (18) month maintenance period ("the Maintenance Fund"). The Maintenance Fund is to guarantee that the Developer shall, for eighteen (18) months from the acceptance of the Improvements, complete any necessary expansion to the Holicong Infiltration System, repair any defects in the structural integrity of the Improvements or in the functioning of the Improvements in accordance with the design and specifications depicted on the Site Plan and that the Developer will commence the work within ten business days from the time of notice (except in case of an emergency requiring immediate attention, in which instance no prior notice shall be required from the Township) from the Township of the need to complete any expansion to the Holicong Infiltration System and/or to repair any defects in the structural integrity or in the functioning of the Improvements and, upon default, the Township may make such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof from the Developer or its

surety together with 20% of such cost as the Township's administrative fee. This cash maintenance fund with a bank or savings institution located in Pennsylvania or Letter of Credit on a reputable Pennsylvania bank must likewise be in a form satisfactory to the Township Solicitor and approved by him in writing before delivery to the Township.

8. TERM OF MAINTENANCE FUND The maintenance cash fund, or maintenance Letter of Credit shall be for a term of twenty-one (21) months from the date the Board of Supervisors of the Township releases the Letter of Credit. This term consists of eighteen (18) months of maintenance and three (3) months for:

- (a) The Developer to notify the Township Engineer following the expiration of eighteen (18) months to inspect the site;
- (b) The Township Engineer to inspect the site and file his report with the Supervisors;
- (c) The Supervisors to meet and act upon the Engineer's certification.

(Hereinafter and hereinbefore the "Maintenance Period".)

9. RETURN OF MAINTENANCE FUND - The maintenance cash fund or Letter of Credit shall be returned to the Developer after the twenty-one (21) month period has run and only after:

- (a) The Developer has advised the Township in writing that the eighteen (18) month period has expired and that the Improvements are still complete and/or have been repaired;
- (b) The Township Engineer has filed with the Township a certificate that the Improvements set forth in Exhibit "A" are still in acceptable condition; and

(c) The Board of Supervisors approves of its release.

10. TOWNSHIP RIGHT TO PROCEED AGAINST MAINTENANCE FUND AFTER EXPIRATION OF 18 MONTHS - The Township may proceed against the fund after the eighteen (18) month period has expired for repairing any defects which first appear within the eighteen month maintenance period and for unpaid engineering, legal and Township administrative expenses occurring in connection with the Development by impounding the cash or filing an averment of default with the issuing bank or savings and loan association for the fund or Letter of Credit in its possession provided that seven (7) days prior written notice of such defects or unpaid expenses has been provided to Developer and Developer has failed to cure such unpaid expense or to commence and diligently pursue the cure of such defects.

B. COORDINATION WITH TOWNSHIP ENGINEER:

11. PRE-CONSTRUCTION MEETING - Prior to work beginning on the Improvements, a pre-construction meeting shall be scheduled by the Township with representatives of Developer, including Developer's contractor(s) and all subcontractors who will be performing the site improvement work. The pre-construction meeting will be scheduled as soon as possible after this Development Agreement is executed, Record Plans filed, the financial securities required herein are in place, the insurance required herein is in place, and before any site work is initiated or a building or other permit for any construction or other activity on the lot is issued.

12. NOTICE TO ENGINEER - Developer shall notify the Township Engineer in writing as least forty-eight (48) hours in advance of the commencement of any work. In no event shall road construction or other Improvements, subject to inspection by the Township Engineer, be commenced without forty-eight (48) hours prior notice in writing to the Township Engineer and the Township Manager. The Developer shall reimburse to the Township the cost of the Township Engineer's inspections. The Township agrees to direct the Township Engineer to make his inspections as promptly as possible so as not to unreasonably delay the progress of the Developer's completion of the Improvements, but the Township makes no guarantee as to the timing or scheduling for the Engineer to accomplish inspection. Developer agrees that such inspections shall include inspection of those portions of the various structures, if any, which were approved by the Pennsylvania Department of Environmental Protection ("DEP").

C. DEVELOPER'S WORK AND IMPROVEMENTS:

13. CONFORMITY WITH REQUIREMENTS AND SPECIFICATIONS - Developer shall construct or cause to be constructed, at its own expense and without any expenses or cost whatsoever to the Township, all Improvements specified in set forth on the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement, including but not limited to, all paving, curbing, grading, water, drainage facilities, storm water facilities and incidental drainage facilities, erosion controls, fencing,

landscaping, lighting, and traffic controls related to Developer's use of the Real Estate. Said Improvements shall be completed in conformity with Township's requirements and specifications in a satisfactory manner. Township's obligation to issue all necessary permits to permit Developer to construct the Improvements depicted on the Site Plans is conditioned upon:

(a) Developer complying with all applicable laws including but not limited to, the Zoning Ordinance, the Subdivision and Land Development Ordinance, Road and Street Specifications, the BOCA Code or its successor, where applicable, the requirements of the Pennsylvania Department of Transportation ("PaDOT"), the Rules and Regulations of DEP, all federal and state statutes and regulations, the Site Plans; and the Pennsylvania Municipalities Planning Code, as it may be amended from time to time;

(b) Developer properly filing for and obtaining all permits necessary to complete the Improvements together with all appropriate fees;

(c) Compliance with all of the written Township Land Development and Subdivision Approvals; the final approval memorialized in the letter from the Township Solicitor to Scott Kennedy, dated November 19th, 2009; the review letter(s) issued by Knight Engineering, Inc., Castle Valley Consultants, Inc., Landscape Review Consultants, the Bucks County Planning Commission, and, where applicable, the Bucks County Conservation District, the Buckingham Township Fire Marshall, the Buckingham Township Police Department, the Buckingham Township Park and Recreation Committee, DEP, PaDOT, and the Environmental Assessment Committee - Site Analysis Review, unless portions of those letters or approvals have been expressly waived by the Township or have been superceded by later letters (the parties agree that the aforesaid approvals and letters are incorporated herein by reference as though more fully set forth herein);

(d) Developer complying with all provisions of this Agreement.

14. PLANS INCLUDED IN AGREEMENT - The Site Plans, specifications, supporting documentation and other documents showing details as required by the Ordinances of the Township are hereby submitted as part of this Agreement and incorporated herein by reference as though more fully set forth herein.

15. PERFORM ALL WORK IN A FIRST-CLASS MANNER - Developer shall erect all structures on the site and perform all other work in a first-class manner to the reasonable satisfaction of the Township Engineer and in accordance with the Site Plans filed with the Township, Exhibit "B", all Township ordinances, rules and regulations and all rules and regulations of DEP.

16. TOWNSHIP ENGINEER'S RIGHT TO STOP WORK - All work shall be done in accordance with the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement. The Township Engineer is hereby granted the right to stop any of the work being done on the Improvements if the Engineer finds any work is not being done strictly in accordance with Site Plans previously referred to, or this Agreement.

17. REMOVAL OF DEFECTIVE MATERIALS - Developer covenants and agrees that in the event any materials used in construction shall be rejected or disapproved by the Township Engineer as defective, unsuitable, not done in a good and workmanlike manner, not completed in accordance with the ordinances, resolutions and specifications of the Township, the Site Plans, and

the materials submitted to and approved by DEP, or done without appropriate inspection, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the reasonable satisfaction and approval of the Township Engineer at the cost and expense of the Developer.

18. ROADWAY IMPROVEMENTS - No roadway improvements shall be constructed between November 1 and March 15 without the consent of the Township Engineer, which will not be unreasonably withheld. No off-site work shall commence until a schedule of the work to be done has been submitted by the Developer and approved by the Township Engineer. In the event the Developer is required to obtain approval from PaDOT for any roadway improvements and such approval has not heretofore been obtained, Developer shall first submit its application to the Township for approval of the Township Engineer. The Township agrees that once approved by the Township Engineer, it will forward any such application to PaDOT for consideration.

19. GRADING PLAN - It is also agreed that the property included in the Land Development shall be adequately drained so as to eliminate any nuisance occurring by the accumulation of surface waters thereon, or adjacent thereto. In no event shall the final grading permit or allow a pooling or accumulation of water twenty-four hours after a rain ceases, except in a wetlands area or recharge basin. Should any neighboring property owner establish that the amount of and rate at which stormwater goes onto neighboring properties is not at a rate and amount less than what it was in 1994, then the expansion of

the Holicong Infiltration System as shown on the Plan prepared by Gilmore & Associates, Inc., dated March 26, 2014 shall be constructed.

20. SWALES - Where grading is such that surface water drains along a swale or ditch across the Real Estate, a declaration of restrictive covenants enforceable by the Township shall be recorded containing a restriction requiring that no change in grade will be permitted in the line of such swale or ditch nor any obstruction be placed in such a way as to interfere with surface drainage within or along such swale or ditch.

21. BARRICADES - Developer agrees to maintain barricades during the course of construction to provide all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose.

22. ADJOINING STREETS TO BE KEPT FREE OF CONSTRUCTION DEBRIS - It shall be the responsibility of the Developer to maintain the streets adjoining the Development in a clean condition free of mud, dirt or other construction debris. In the event that the Township is required to remove, mud, dirt or any substance from the roads because of the Developer's failure to do so, the Developer hereby agrees to reimburse the Township for any cost incurred.

23. DISPOSAL OF DEBRIS - Developer will be responsible for the discarding of waste materials such as building materials, papers, cartons and the like (whether discarded by it or others employed by it or by others engaged in the delivery of the aforesaid materials, and the construction of the

Improvements) and agrees to prevent the same from being buried on the Real Estate or deposited, either by being thrown or blown upon any land adjacent to, or within, the vicinity of the Improvements. Developer shall be responsible to remove trash and waste material from the Real Estate as frequently as necessary to maintain the Improvements in a neat and tidy fashion.

24. STREET SIGNS - Street signs such as speed limit, no parking, and the like, as well as the posts on which they are erected, shall be paid for by the Developer. All signs shall be posted before occupancy permits are issued. All signs shall be PaDOT approved, if necessary, and shall be posted as determined by PaDOT or as shown on the Site Plans.

25. BLASTING - In the event that any blasting is required for the installation of any Improvements, any and all required permits shall be obtained from the appropriate State, County, Township and Federal officials prior to the commencement of any blasting activities. No blasting shall be undertaken in violation of Section 9.38.E of the Buckingham Township Subdivision and Land Development Ordinance, as amended. Furthermore, if any blasting is to take place, the Developer shall notify the Township at least five (5) days prior to the date of blasting as to when the blasting activity shall commence. All adjacent property Owners shall be notified of the Developer's intentions to blast at the time of filing for the necessary permits. The Developer shall once again notify the adjacent property owners at least five (5) days prior to the date of the commencement of blasting activities. Furthermore, if the Developer shall require blasting on the site, the blasting

company shall deposit with the Township Manager, prior to requesting permits to allow blasting, a second certificate of insurance naming the Township of Buckingham, the Township Engineer and the Township's Water and Sewer Engineer as additional insured with a specific reference to blasting activities, and the amount of insurance shall be the same amount of insurance as is required by paragraph 27 of this Agreement. Furthermore, prior to the undertaking of any blasting, Developer shall execute a blasting agreement in the form attached hereto as Exhibit "E".

26. "AS-BUILT" - Developer shall supply "as-built" drawings to the Township covering all of the Improvements within the land development including all construction details, specifications and other information required by the Township. The "as-built" drawings shall be certified and sealed by a qualified engineer and shall be supplied within thirty days after completion of construction.

D. DEVELOPER'S INSURANCE AND INDEMNITY:

27. INSURANCE - Developer will maintain in full force and effect during the period of construction and installation of the Improvements contemplated under this agreement and the period of maintenance thereof, policies of liability insurance insuring and constituting the primary insurance for Developer, the Township, its employees and its professionals (the Township Engineer, the Township Solicitor, the Township Planner and the Township Landscape Consultants) from liability for personal injury and property damage claims and

will have Township and its professionals named as additional named insured in each of the following type policies and to provide the following coverages:

(a) Bodily Injury and Property Damage Liability:

\$2,000,000.00 coverage per occurrence for personal injury liability;

\$2,000,000.00 coverage per occurrence for property damage liability;

\$4,000,000.00 aggregate limit of insurance.

(b) Personal and Advertising Injury:

\$1,000,000.00 coverage per occurrence.

\$2,000,000.00 aggregate limit of insurance

(c) Automobile Liability:

\$1,000,000.00 coverage per occurrence for personal injury liability;

\$200,000.00 coverage per occurrence for property damage liability;

\$2,000,000.00 aggregate limit of insurance

(d) Workmen's Compensation Insurance:

Statutory Limits

The Developer shall provide the Township proof of the required insurance. If the Developer offers a certificate of insurance as proof of the required coverage, the insurance certificate(s) issued on behalf of the Township shall not include the following language or similar language:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUE INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Nor shall the certificate contain language to the effect that: "If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain polices may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Rather such certificate shall specifically confer rights upon the Township to rely upon and enforce the rights and insurance coverages represented on the certificate. The certificate shall also contain the following statement:

IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT THEY WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY BUCKINGHAM TOWNSHIP IN WRITING, AT 4613 HUGHESIAN DRIVE, P.O. BOX 413, BUCKINGHAM, PENNSYLVANIA 18912 VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY FOR WHICH RECEIPT IS ACKNOWLEDGED, OF OUR INTENTION TO CANCEL ANY OF THE ABOVE DESCRIBED POLICIES.

If the Developer is unable or unwilling to provide a certificate of insurance in compliance with these requirements, then the developer shall provide as proof of the required insurance a full copy of insured's policy of insurance, properly endorsed to include the Township, its employees and its professionals, showing the required coverages, affording 60 days notice to the Township prior to cancellation and in form acceptable to the Township Solicitor.

28. TOWNSHIP TO BE HELD HARMLESS - Developer shall, at all times, indemnify, defend and hold the Township, its employees and its professionals harmless from any claim, injury, damage or suit, including those

arising in whole or in part from the alleged or actual negligence of the Township, its employees and its professionals which may result from: (i) the approval of the within subdivision plan, (ii) arising by reason of or during the performance of work or construction of the Improvements anticipated by or covered by this Agreement or; (iii) which any adjoining or nearby property owners or any person whatsoever may bring against the Township or against the Township officials, the Township employees or the Township professionals for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by conditions arising from the Improvements. Included, by way of example but not limitation, within Developer's indemnification of the Township and its professionals is Developer's agreement to protect Township and its professionals and hold the Township and its professionals harmless from any claim related to the flow of stormwater on to adjacent or neighboring properties. Developer's indemnification of the Township and its professionals shall include, but not be limited to legal, engineering and expert witness fees; and for any judgment rendered against the Township, its officials, professionals or employees, by any person or entity, including adjoining or nearby property owners. The indemnification is intended to extend to the Township design professionals (the Township Engineer, the Township Planner, the Township Landscape Consultant and the Township Water and Sewer Engineer) to the full extent not proscribed by 68 P.S. § 491.

E. REIMBURSEMENTS TO TOWNSHIP:

29. REIMBURSEMENT FOR COSTS - Developer agrees to reimburse the Township within thirty (30) days after receipt of a bill from the Township, for any and all costs incurred by the Township in connection with the Site Plans, the construction of the Improvements required by this Agreement, the enforcement of this Agreement, the enforcement of any Township Ordinances having any nexus to the Site Plans, the cost of addressing any resident complaints as related to the Site Plans or the construction of the Improvements, the cost of the preparation of this Agreement, any Escrow or Tripartite Agreements, any Water and Sewer Agreements, the preparation of any Deeds of Dedication or Easement if required hereunder, the recording of any instruments required under this Agreement, and any and all such other costs incurred by the Township in connection with or on account of this Agreement and/or any of the matters dealt with herein, including but not limited to, engineering; design and plan review; inspection and legal fees, plus ten percent (10%) of the amount of said bills to defray the cost of clerical work by the Township. Any balance not paid within thirty (30) days shall be charged interest at the rate of 1.25% per month, or any part thereof that such balance is past due. Developer agrees that no reductions in the Deposit in accordance with paragraph 6 hereof will be made until any overdue balance then due the Township is first paid in full and that Township is hereby authorized to deduct from such security any overdue balance owing the Township. In the event there is any overdue balance due the Township then developer agrees that Township

may withhold the issuance of any building, occupancy or other permits relating to the improvements.

30. ENGINEERING AND LEGAL ESCROW - Developer shall deposit with the Township the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) in an escrow security account ("ESA") as security for the payment of all reasonable charges and fees of an engineering and legal nature which may be incurred by the Township in connection with this Agreement and any aspect of the Improvements and as further provided for in Paragraph 29 hereof. A minimum balance of FIVE THOUSAND DOLLARS (\$5,000.00) shall be maintained by Developer in the ESA at all times, and if the amount held in the ESA for this purpose falls below said balance, then the Developer, on notice from Township, shall within seven (7) days deposit an additional amount sufficient to pay all administrative, engineering and legal costs and fees as provided for in this Agreement and to maintain the minimum FIVE THOUSAND DOLLARS (\$5,000.00) balance in this security fund, until the final maintenance fund above mentioned has been released by the Township Board of Supervisors. The failure of Developer to restore the minimum FIVE THOUSAND DOLLARS (\$5,000.00) balance in this security fund within seven days after notice from Township to do so shall entitle the Township to stop all work on the job, and refuse to issue any new building permits and/or occupancy permits. The Township shall, at the time it issues the certificate of completion to the Developer, deliver to the Developer an itemized statement of all such costs incurred by the Township in regard to the work contemplated

herein, together with the balance of any monies remaining in the ESA. Should the ESA be inadequate, for any reason, to allow reimbursement to the Township for engineering and legal expense, the Township shall have the right to reimbursement from any Improvements Security or Maintenance Fund held by Developer's surety.

F. COMPLETION OF DEVELOPER'S IMPROVEMENTS:

31. COMPLETION DATE - The work on the Improvements shall be completed no later than one (1) year from the date of this Agreement, provided, however, that by mutual written agreement of the Township and the Developer, the time of performance and completion may be extended, and in such case, the Township may require additional escrow money if the cost of doing the remaining work might exceed the amount in escrow. If: (i) the Developer fails to perform the work as herein specified; or (ii) if the Township agrees to extend the time of performance and completion and during such period as extended the Township, in its sole discretion, determines that adequate progress is not being made toward completion of the Improvements, then the Township may, at its option, after five (5) business days notice in writing or without such notice in the event such notice cannot be given before the Deposit terminates, demand that the amount remaining in the Deposit be turned over to the Township in which case the Township will proceed to complete the required Improvements to the extent deemed necessary by the Township, pay all costs, and then return any balance to the Escrow Agent.

While it is understood that the Improvements are to be completed within one year of the date of this Agreement, nevertheless Developer shall remain responsible and obligated to complete the Improvements even after the deadline for completion has passed. Township has the right to either extend the time for completion or declare this Agreement in breach if the Improvements are not completed within the stated time or if the Township determines, in its sole discretion during any extended time for completion that adequate progress is not being made toward completion of the Improvements. All of the terms of this Agreement shall continue in full force and effect until all Improvements are completed and approved by the Township and the term of the maintenance fund provided for in paragraph 8 has expired.

32. RELEASE OF IMPROVEMENT SECURITY – When the Developer has completed all of the necessary and appropriate Improvements as set forth on the Site Plans, Exhibit “B” hereto, as required by the Township’s rules and regulations, and this agreement and so notified the Township under Section 510(a) of the Pennsylvania Municipalities Planning Code (“MPC”) (53 P.S. § 10510(a)), the remaining Security, other than the maintenance bond under Section 509(k) of the MPC (53 P.S. § 10509(k)) as provided above, shall be returned to the Developer after the Township Engineer has filed with the Township a Certificate of Completion, and only after release of same is approved by the Board of Supervisors of the Township in accordance with Section 510 of the MPC (53 P.S. § 10510). It is expressly understood that the Developer will not submit notification to the Township pursuant to Section

510(a) of the MPC (53 P.S. § 10510(a)) unless and until all Improvements specified in the Site Plans, Exhibit "B" hereto, as required by the Township's rules and regulations, and this agreement are completed in accordance with the final approved plans. Piecemeal dedication of the Improvements will not be accepted.

When any portion of the Improvements shall not be approved or shall be rejected by the Township, the Developer shall have ninety (90) days from the date the Township Engineer files his/her report to complete and/or repair such unapproved or rejected Improvements and again notify the Township of their completion and/or repair under MPC Section 510(d). In such case, the Township Engineer's report made under MPC Section 510(a) shall be limited to only those Improvements that were previously unapproved or rejected.

In the event the Township Engineer's inspection of the Improvements that originally were unapproved or rejected by the Township indicates the Developer has successfully completed those items and/or repairs, then the Township shall act to accept dedication of the Improvements in accordance with MPC Section 510.

However, if:

- (i) the Developer fails to complete and/or repair such unapproved or rejected Improvements and again notify the Township of their completion and/or repair in accordance with Section 510(d) of the MPC within ninety (90) days from the date the Township Engineer previously filed his/her report; or

- (ii) if the Township Engineer again rejects such previously unapproved or rejected Improvements,

then any subsequent report made by the Township Engineer in accordance with a notification of the completion of Improvements made by the Developer under Section 510(d) of the MPC shall address all of the Improvements in the Development and not just those that had previously been rejected or not approved by the Township Engineer.

33. OCCUPANCY - It is further agreed that none of the Improvements may be occupied before the Improvements are completed to the extent reasonably required by the Township. All Township requirements in this regard will be consistent with the approved documents, this Agreement, and the Municipalities Planning Code.

34. DEED OF EASEMENT - All required easements in favor of the Township for stormwater, utilities, open space, wetland protection and natural resource protection must be granted simultaneously with the recording of the record plan. It is agreed that the Developer shall include in the recorded easements in form satisfactory to the Township Solicitor the right of the Township to inspect and maintain (if the Developer shall fail to do so) all storm sewer installations required under the plan. The delivery, acceptance, and/or recording of said easements shall not constitute either acceptance or approval of any work or Improvements covered by this Agreement.

35. RESPONSIBILITY FOR IMPROVEMENTS - It is expressly understood and agreed that the Township does not hereby accept any

responsibility for the maintenance of any Improvements by execution of this Agreement, does not hereby accept the Improvements, and in no manner assumes any liability in connection with said Improvements. Developer assumes full responsibility in connection with the Improvements of every kind whatsoever and the cost thereof. The Township's sole interest in the Improvements is the enforcement of the terms of this Agreement and of the laws and Ordinances under authority of which this contract is executed. It is agreed that the Surety shall remain responsible under this Agreement until the Improvements are completed and approved by the Township.

36. DEVELOPER TO PROVIDE TITLE INSURANCE - If the Developer intends, or if the Site Plan provides for, any easement over part of the Real Estate to be conveyed to the Township, the Developer shall provide with such deeds of easement a policy of insurance in the amount of \$50,000.00 issued by a reputable title insurance company, which policy shall insure to the Township that as of the date(s) of the conveyance, the title to be conveyed by Developer to Township is good and marketable, and free and clear of all mortgages, judgments, liens or encumbrances, and all taxes which might affect Township's title have been paid. After the recording of the record plan, Developer shall not convey any easements or other property rights to or over any part of the development to be dedicated to the Township or affecting any easement over part of the Development conveyed or to be conveyed to the Township, without first obtaining the written consent of Township to said

easements or conveyances, which approval shall not be unreasonably withheld.

G. MISCELLANEOUS:

37. WAIVERS - It is further expressly understood and agreed that nothing contained herein shall waive any requirements, Ordinances of the Township, or the land development regulations, and nothing contained herein empowers the zoning officer, building inspector or engineer to waive any such requirements.

38. DEVELOPER'S DEFAULT - In the event that Developer violates any provision of this Agreement, then the Township may, at its option, after five days notice in writing has been provided to Developer and Developer has failed to cure such violation, or without such notice in the event such violations require immediate attention to prevent and/or eliminate any risk to property, health, safety or the environment, forthwith revoke any and all Building Permits and issue a cease and desist order(s) and Developer hereby agrees to comply therewith until such time as any deficiency or violations have been corrected to the satisfaction of the Township.

39. RIGHT TO ENTER PROPERTY - The Developer hereby grants the right, and should Township so elect agrees to secure the right either by deed reservation or otherwise, for the Township, to enter upon the Real Estate in order to correct or modify stormwater or grading problems.

40. MONUMENTS - Property monuments, as designated on the Site Plans, must be in place before occupancy will be permitted. The proper placement of the monuments must be approved by the Township Engineer.

41. CONSTRUCTION TRAILERS - Upon the execution of this Agreement, the Developer may locate Temporary Structures, including by way of example but not limitation construction trailers, only within the required setback areas. Temporary structures shall not be located within existing or proposed open space areas, unless specifically shown on the Site Plans.

42. NOTICES - Wherever provision is made in this Agreement for giving, service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been given and delivered, if mailed with the U. S. Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

If to the Township: Township Manager
 P.O. Box 413
 Buckingham, Pennsylvania, 18912

With a copy to: Craig A. Smith, Esquire
 Smith and Porter, P.C.
 301 South State Street
 Newtown, PA 18940

If to the Developer: Central Bucks School District
 20 Welden Drive
 Doylestown, PA 18901

With a copy to: Jeffrey P. Garton, Esquire
 Begley, Carlin & Mandio
 680 Middletown Boulevard
 Langhorne, PA 19047

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement or other instrument shall be deemed to have been given, served and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

43. PERSONS BOUND - This Agreement extends to and binds the surety, the heirs, executors, successors and assigns of the Developer and the Township.

44. HEADINGS NOT PART OF AGREEMENT - Any headings preceding the text of the several paragraphs hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

45. MODIFICATION - This Agreement constitutes the entire agreement between the parties and no change alteration, cancellation, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

46. SEVERABILITY - In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining provisions hereof.

47. COUNTERPARTS - This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

48. GOVERNING LAW - This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

49. RECORDING - In accordance with 21 P.S. § 356, the Township may file this Agreement, which concerns real property, or a Memorandum hereof, of record with the Office of the Recorder of Deeds of Bucks County, Pennsylvania thereby providing notice of this Agreement. The cost of any such recording shall be born by Developer.

IN WITNESS WHEREOF, the respective parties, intending to be legally bound, cause these presents to be duly executed this _____ day of _____, 2014.

ATTEST: _____
[SEAL] By: _____
Title: _____

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS

Attest: _____
Maggie Rash, Chairman

Dana Cozza, Esq.
Township Manager

Jon Forest

Paul Calderaio

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF BUCKS :

On this the ____ day of _____, 2014, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the Central Bucks School District and, in that capacity, being authorized to do so, executed the forgoing instrument for the purpose therein contained by signing his/her names.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF BUCKS :

On the _____ day of _____, 2014, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Maggie Rash, Jon Forest, and Paul Calderaio, the Buckingham Township Board of Supervisors, a municipality of Bucks County, party to this Residential Development Agreement, and acknowledged this to be their act and deed and the act and deed of said Township; that the signatures of Maggie Rash, Jon Forest, and Paul Calderaio thereto are in their own proper handwriting and the seal affixed is the common seal of said Township, and that their act of executing thus Development Agreement was the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

My commission expires:

EXHIBIT "A"
LEGAL DESCRIPTIONS



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Description of **TAX PARCEL 6-14-12** located in Buckingham Township, Bucks County, Pennsylvania as shown on a plan titled "Overall Record Plan Central Bucks East High School", dated July 9, 2009, last revised August 25, 2010, prepared by Gilmore & Associates, Inc., 65 E. Butler Avenue, New Britain, Pennsylvania. (Sheet 2 of 36)

Beginning at a point in the intersection of Holicong Road (T-386) with Anderson Road (T-387);

Thence from the Point of Beginning along title line in the bed of Anderson Road (T-387) South 36 degrees 18 minutes 49 seconds West, 1,290 and 85/100 feet to a point a corner of lands of N/L James D. and Susan R. Lonergan (Tax Parcel 6-14-13-1);

Thence along said lands, North 63 degrees 55 minutes 11 seconds West, 646 and 48/100 feet to a point marked with an iron pipe a corner of lands of N/L Mary E. Bretz (Tax Parcel 6-14-12-1);

Thence the two (2) following courses and distances along said lands;

#1 North 36 degrees 27 minutes 49 seconds East, 100 and 00/100 feet to a point marked with an iron pipe;

#2 North 51 degrees 03 minutes 11 seconds West, 1,442 and 52/100 feet to a point marked with a concrete monument a corner of lands of N/L Louis L. and Susan Stellar (Tax Parcel 6-14-12-4);

Thence the two (2) following courses and distances along said lands;

#1 North 25 degrees 40 minutes 49 seconds East, 758 and 27/100 feet to a point

Page 1 of 2

marked with a concrete monument;

#2 North 35 degrees 17 minutes 49 seconds East, 553 and 64/100 feet to a point on title line in the bed of Holicong Road (T-386);

Thence the two (2) following courses and distances along said title line;

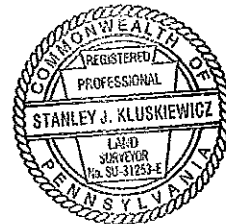
#1 South 51 degrees 58 minutes 11 seconds East, 1,437 and 53/100 feet to a point;

#2 South 52 degrees 30 minutes 11 seconds East, 789 and 96/100 feet to the Point of Beginning.

Containing 66 and 10/1000 Acres more or less.

Date: August 25, 2010
Revised: September 27, 2010
File No.: 08-03018
/jm

Page 2 of 2



A handwritten signature in black ink, appearing to read "Stanley J. Kluskiewicz", written below the professional seal.

ALL THAT CERTAIN lot or piece of ground, Situate in Buckingham Township, Bucks County, Pennsylvania, herein described according to a plan entitled "Quit Claim Plan of Legal Right of Way Area for Anderson & Holicong Roads prepared for Central Bucks School District, Tax Parcel No. 6-14-100-1" dated January 15, 1997, prepared by Van Cleef Engineering Associates of Doylestown, Pennsylvania.

BEGINNING at a railroad spike in the center of Anderson Road (T-387), a corner common to lands now or formerly of Theodore J. Jr. and Josette E. Sierputoski (TMP 6-1 4-98) and to lands of the Central Bucks School District (TMP 6-14-100-1), and from said point running: thence (1) along the center of Anderson Road, North 41 degrees 51 minutes 00 seconds East, a distance of 725.55 feet to a point for a corner in the bed of Holicong Road (T-386); thence (2) along Holicong Road, South 47 degrees 07 minutes 44 seconds East, a distance of 21 7.37 feet to a point in the same; thence (3) still along the same, South 48 degrees 07 minutes 05 seconds East, a distance of 677.25 feet to a point for a corner in the same, said corner being common with lands of the Central Bucks School District and with lands now or formerly of Wenick/Farnum Partnership; thence (4) leaving the bed of Holicong Road and running along the line of lands of Wenick/Farnum, south 42 degrees 08 minutes 38 seconds West, a distance of 22.02 feet to a point on the legal right of way line for Holicong Road; thence (5) along the legal right of way line, parallel and distant 16.50 feet measured at right angles from the center line of Holicong Road; North 48 degrees 34 minutes 05 seconds West, a distance of 626.37 feet to a point on the same; thence (6) still along the same, North 46 degrees 36 minutes 49 seconds West, a distance of 251.71 feet to a point marking the intersection of the legal right of way line for Holicong Road with the legal right of way line for Anderson Road; thence (7) along the legal right of way line, parallel and distant 16.50 feet measured at right angles from the center line of Anderson Road, South 41-51-00 West, a distance of 701.03 feet to a point in line of lands of Sierputoski; thence (8) along the line of lands of Sierputoski, North 49 degrees 37 minutes 16 seconds West, a distance of 16.51 feet to the point of BEGINNING.

CONTAINING a calculated area of 0.771 acre.

BEING County Parcel Number 6-14-100-1.

BEING the same premises which Elizabeth Kinney Smith, formerly known as Elizabeth T. Kinney, by Quit Claim Deed dated February 27, 1997 and recorded in Bucks County, Pennsylvania, in Deed Book 1360 page 2007, granted and conveyed unto Central Bucks School District, in fee.

EXHIBIT "B"
LIST OF IMPROVEMENTS
Escrow Amounts

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 1 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
I. STADIUM AND ATHLETIC FIELD SITE WORK							
A. EROSION AND SEDIMENTATION CONTROLS							
1. SUPER SILT FENCE	1,300 LF	\$7.50	\$9,750.00				
2. 18" SILT FENCE	970 LF	\$3.00	\$2,910.00				
3. COMPOST SILTSOXX	1,800 LF	\$4.00	\$7,200.00				
* 4. TREE PROTECTION FENCE / LOD	800 LF	\$2.00	\$1,600.00				
* 5. TREE PROTECTION YELLOW ROPE	800 LF	\$1.00	\$800.00				
* 6. TREE PROTECTION SIGNS	4 EA	\$75.00	\$300.00				
7. EROSION CONTROL BLANKET (NAG SC-150)	31,500 SF	\$2.50	\$78,750.00				
8. ROCK CONSTRUCTION ENTRANCE	2 EA	\$3,200.00	\$6,400.00				
* 9. INLET PROTECTION	27 EA	\$105.00	\$2,835.00				
* 10. SEDIMENT TRAP #1							
a. Remove Topsoil	330 CY	\$3.00	\$990.00				
b. Earthwork Cut/Fill	670 CY	\$4.50	\$3,015.00				
c. Baffles	1 LS	\$1,500.00	\$1,500.00				
d. Rock Filter	1 EA	\$60.00	\$60.00				
e. Diversion Berm	1 LS	\$2,000.00	\$2,000.00				
f. Replace Topsoil	330 CY	\$4.50	\$1,485.00				
g. Seed / Mulch	9,000 SF	\$0.20	\$1,800.00				
	SUBTOTAL ITEM A10.		\$10,850.00				
* 11. SEED TOPSOIL STOCKPILES/DIST. AREAS	28,450 SF	\$0.03	\$853.50				
* 12. MAINTENANCE / REMOVAL OF EROSION AND SEDIMENTATION CONTROL DEVICES	1 LS	\$2,000.00	\$2,000.00				
	TOTAL AMOUNT ITEM A.		\$124,248.50				

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 2 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
B. STORMWATER MANAGEMENT FACILITIES							
1. ATHLETIC FIELD DETENTION/SEDIMENT BASIN							
* a. Strip Topsoil	1,860	CY	\$3.00		\$5,580.00		
* b. Earthwork Cut / Fill (Including Key Trench)	1,760	CY	\$4.50		\$7,920.00		
* c. Construction/Compaction of Berm	800	CY	\$4.50		\$3,600.00		
* d. Replace Topsoil	1,860	CY	\$4.50		\$8,370.00		
e. Turf Mat (Tensar P300)	8,390	SF	\$3.50		\$29,365.00		
* f. Erosion Control Blanket (NAG SC-150)	4,070	SF	\$2.50		\$10,175.00		
* g. Temporary Seed	50,413	SF	\$0.10		\$5,041.30		
h. Permanent Outlet Structure	1	EA	\$3,000.00		\$3,000.00		
l. Rock Filter	2	EA	\$60.00		\$120.00		
* j. Anti-Seep Collar	2	EA	\$750.00		\$1,500.00		
k. 24" RCP - O-Ring Joint - Outlet Piping	35	LF	\$45.00		\$1,575.00		
l. 24" DW Headwall (#1)	1	EA	\$1,500.00		\$1,500.00		
m. 24" DW Endwall (#2)	1	EA	\$1,500.00		\$1,500.00		
* n. Energy Dissipater @ HW #2	1	EA	\$400.00		\$400.00		
o. Stone Core Check Dam	3	EA	\$700.00		\$2,100.00		
p. Level Spreader	80	LF	\$20.00		\$1,600.00		
* q. Permanent Trash Rack	1	EA	\$550.00		\$550.00		
r. Concrete Checker Block Emergency Spillway	1,570	SF	\$10.00		\$15,700.00		
s. Geotechnical Testing - Berm Compaction	1	LS	\$1,500.00		\$1,500.00		
* t. Cleanout Stake	1	EA	\$100.00		\$100.00		
			SUBTOTAL ITEM B1.		\$101,196.30		
2. STADIUM UNDERGROUND DETENTION SYSTEM							
* a. Strip Topsoil	220	CY	\$3.00		\$660.00		
* b. Earthwork Cut / Fill	2,150	CY	\$4.50		\$9,675.00		
* c. 30 mil PVC Liner	898	SY	\$5.00		\$4,490.00		
* d. Non-Woven Geotextile Fabric	1,560	SY	\$3.50		\$5,460.00		
* e. AASHTO #3 Stone	1,150	TN	\$18.00		\$20,700.00		
f. Outlet Structure #2	1	EA	\$2,500.00		\$2,500.00		
* g. 36" Perforated HDPE	960	LF	\$45.00		\$43,200.00		

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 3 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
* h. 36" HDPE Manifold	2 EA	\$5,000.00	\$10,000.00				
* I. 24" HDPE Connector	12 LF	\$28.50	\$342.00				
* j. 4" Perforated HDPE Underdrain	37 LF	\$10.00	\$370.00				
* k. Backfill and Compact System Area	1,025 CY	\$4.50	\$4,612.50				
* l. Replace Topsoil	220 CY	\$4.50	\$990.00				
SUBTOTAL ITEM B2.			\$102,999.50				
3. STADIUM UNDERGROUND INFILTRATION SYSTEM							
* a. Strip Topsoil	731 CY	\$3.00	\$2,193.00				
* b. Earthwork Cut / Fill	2,560 CY	\$4.50	\$11,520.00				
* c. Woven Geotextile Fabric (Class 1)	108 SY	\$2.50	\$270.00				
* d. Non-Woven Geotextile Fabric (Class 2)	2,870 SY	\$3.50	\$10,045.00				
* e. AASHTO #57 Stone	1,820 TN	\$18.00	\$32,760.00				
* f. Outlet Structure #3	1 EA	\$2,500.00	\$2,500.00				
* g. Storm-Tech SC-310 Chamber	5,400 LF	\$30.00	\$162,000.00				
* h. 24" HDPE Manifold	176 LF	\$28.50	\$5,016.00				
* I. 12" HDPE Manifold	101 LF	\$15.00	\$1,515.00				
* j. Drain Basin - unnumbered	10 EA	\$900.00	\$9,000.00				
* k. 24" HDPE - perimeter/outlet	509 LF	\$28.50	\$14,506.50				
* l. 12" HDPE perimeter	286 LF	\$15.00	\$4,290.00				
* m. Trench Drain - Concession Bldg.	25 LF	\$50.00	\$1,250.00				
* n. 8" HDPE	80 LF	\$13.00	\$1,040.00				
* o. Snout Insert	1 EA	\$115.00	\$115.00				
* p. Manhole	2 EA	\$1,500.00	\$3,000.00				
SUBTOTAL ITEM B3.			\$261,020.50				

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 4 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
4. STORM SEWER							
* a. 8" HDPE; Pipe, Trench and Backfill	80 LF	\$13.00	\$1,040.00				
* b. 12" HDPE; Pipe, Trench and Backfill	181 LF	\$15.00	\$2,715.00				
* c. 18" HDPE; Pipe, Trench and Backfill	130 LF	\$20.50	\$2,665.00				
* d. 24" HDPE; Pipe, Trench and Backfill	424 LF	\$28.50	\$12,084.00				
e. Trench Drain	1,330 LF	\$50.00	\$66,500.00				
* f. Drain Basin (#1, 2, 3, 4, 5, 6, 8, 9, 10)	9 EA	\$900.00	\$8,100.00				
g. Type 'M' Doghouse Inlet (# 7)	1 EA	\$2,000.00	\$2,000.00				
			SUBTOTAL ITEM B4.	\$95,104.00			
			TOTAL AMOUNT ITEM B.	\$560,320.30			
C. EARTHWORK (Excluding Stormwater Management Facilities)							
1. DEMOLITION							
* a. Guiderail	600 LF	\$3.00	\$1,800.00				
* b. Asphalt Parking Area	165 SY	\$3.00	\$495.00				
* c. Sidewalk	434 SY	\$3.00	\$1,302.00				
* d. Track and Field Impervious Surfaces	4,288 SY	\$3.00	\$12,864.00				
			SUBTOTAL ITEM C1.	\$16,461.00			
2. STRIP TOPSOIL	8,000 CY	\$3.00	\$24,000.00				
3. SITE CUT	11,000 CY	\$3.00	\$33,000.00				
4. SITE FILL	11,000 CY	\$4.50	\$49,500.00				
5. RESPREAD TOPSOIL	8,000 CY	\$4.50	\$36,000.00				
6. PERMANENT SEEDING	1 LS	\$10,000.00	\$10,000.00				
7. RETAINING WALL	467 SF	\$25.00	\$11,675.00				
			TOTAL AMOUNT ITEM C.	\$180,636.00			

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 5 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
D. PAVEMENT AREAS							
1. PARKING LOT							
* a. Subgrade Preparation	203 SY	\$0.30	\$60.90				
* b. 2A Modified Stone (6" Depth)	203 SY	\$7.00	\$1,421.00				
* c. BCBC (5" Depth)	203 SY	\$13.00	\$2,639.00				
* d. ID-2 Binder Course (2" Depth)	203 SY	\$10.50	\$2,131.50				
* e. Clean Surface & Tack Coat	203 SY	\$0.30	\$60.90				
* f. ID-2 Wearing Course (1 1/2" Depth)	203 SY	\$8.00	\$1,624.00				
* g. Concrete Curb	692 LF	\$9.00	\$6,228.00				
* h. Asphalt Seal Curb	692 LF	\$0.25	\$173.00				
* i. 4" Depth Concrete Sidewalk with 4" 2A Stone	548 SY	\$11.55	\$6,329.40				
* j. Driveway Apron	1 EA	\$3,000.00	\$3,000.00				
* k. Concrete Handicap Ramps	8 EA	\$2,500.00	\$20,000.00				
			SUBTOTAL ITEM D1.				\$43,667.70
2. STADIUM PUBLIC AREAS							
* a. Subgrade Preparation	1,965 SY	\$0.30	\$589.50				
* b. 2A Modified Stone (6" Depth)	1,965 SY	\$7.00	\$13,755.00				
* c. BCBC (5" Depth)	1,965 SY	\$13.00	\$25,545.00				
* d. ID-2 Binder Course (2" Depth)	1,965 SY	\$10.50	\$20,632.50				
* e. Clean Surface & Tack Coat	1,965 SY	\$0.30	\$589.50				
* f. ID-2 Wearing Course (1 1/2" Depth)	1,965 SY	\$8.00	\$15,720.00				
* g. Concrete Handicap Ramps	6 EA	\$2,500.00	\$15,000.00				
			SUBTOTAL ITEM D2.				\$91,831.50
3. PAVEMENT MARKINGS & SIGNS							
a. Street Print Asphalt Crosswalk	132 LF	\$10.00	\$1,320.00				
b. Relocate Traffic Signs	2 EA	\$150.00	\$300.00				
			SUBTOTAL ITEM D3.				\$1,620.00
4. WATER & SEWER TRENCH RESTORATION							
	50 SY	\$73.00	\$3,650.00				
			TOTAL AMOUNT ITEM D.				\$140,769.20

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO.:
 DATE:
 SHEET 6 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE	
				QUANTITY	COST	QUANTITY	COST
E. LANDSCAPING							
1. BASIN PLANTINGS							
a. Acer Sacharum (2.5-3" cal.)	2 EA	\$250.00	\$500.00				
b. Amalanchier Canadensis (B & B)	4 EA	\$250.00	\$1,000.00				
* c. Herbaceous Perennials (LP50)	150 EA	\$45.00	\$6,750.00				
* d. Upland Meadow Seed Mix (ERNMX-153)	13,450 SF	\$0.50	\$6,725.00				
* e. Wet Meadow Seed Mix (ERNMX-127)	4,100 SF	\$0.75	\$3,075.00				
2. PLANT RELOCATIONS/REPLACEMENTS (#R1-R133)							
	133 SF	\$300.00	\$39,900.00				
			TOTAL AMOUNT ITEM E.				\$57,950.00
F. MISCELLANEOUS							
1. CONSTRUCTION STAKEOUT							
* a. Site Improvements	1 LS	\$10,000.00	\$10,000.00				
* b. Stormwater Management Facilities	1 LS	\$10,000.00	\$10,000.00				
2. AS-BUILT DRAWINGS							
a. Athletic Field Detention/Sediment Basin	1 LS	\$3,000.00	\$3,000.00				
b. Stadium Underground Detention System	1 LS	\$3,000.00	\$3,000.00				
c. Stadium Underground Infiltration System	1 LS	\$3,000.00	\$3,000.00				
d. All Improvements Except Basins	1 LS	\$5,000.00	\$5,000.00				
3. MONUMENTS							
a. Iron Pins	26 EA	\$150.00	\$3,900.00				
b. Monuments	8 EA	\$150.00	\$1,200.00				
4. FENCING							
a. Field Perimeter Fencing - Chain Link	1,500 LF	\$19.00	\$28,500.00				
b. Field Perimeter Fencing - Ornamental	480 LF	\$25.00	\$12,000.00				
			TOTAL AMOUNT ITEM F.				\$79,600.00
			TOTAL AMOUNT ITEM I.				\$1,143,524.00

ESCROW ACCOUNT
 CENTRAL BUCKS EAST HIGH SCHOOL STADIUM & ATHLETIC FIELDS (LD 2000-08A & LD 2000-06)
 BUCKINGHAM TOWNSHIP
 March 24, 2014
 ESCROW ACCOUNT: \$1,305,046.77

KEI REF.#: 4420 (19)
 RELEASE NO. :
 DATE:
 SHEET 7 OF 7

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE QUANTITY	CURRENT RELEASE COST	RELEASED TO DATE QUANTITY	RELEASED TO DATE COST
TOTAL CONSTRUCTION COST			\$1,143,524.00				
COMPLETION CONSTRUCTION COST + 90 DAYS (INFLATION =3% PER ANNUM)			\$42,882.15				
CONTINGENCY (10%)			\$118,640.62				
TOTAL PROJECT COST			\$1,305,046.77				
TOTAL VALUE OF CONSTRUCTION COMPLETED TO DATE							
TOTAL VALUE OF CONSTRUCTION PREVIOUSLY RELEASED							
CONSTRUCTION AMOUNT TO BE RELEASED							
INFLATION AMOUNT TO BE RELEASED							
INFLATION RELEASED TO DATE							
CONTINGENCY AMOUNT TO BE RELEASED							
CONTINGENCY RELEASED TO DATE							
RETAINAGE THIS REQUEST (5%)							
RETAINAGE HELD TO DATE							
TOTAL AMOUNT TO BE RELEASED (CONSTRUCTION, INFLATION, CONTINGENCY LESS RETAINAGE)							
ESCROW REMAINING (After release)			\$1,305,046.77				

NOTE: * Denotes item, quantity, or unit cost which was either not addressed or deviates from the Escrow Tabulation submitted by the Developer's Contractor.

EXHIBIT "C"
Knight Engineering
March 25, 2014 LETTER



KNIGHT ENGINEERING, INC.

4998 Mechanicsville Road • PO Box 247 • Mechanicsville, PA 18934 • 215-794-5858 • Fax 215-794-8230

March 25, 2014
Ref: #4420 (19)

SMITH & PORTER, P.C.
301 South State Street
P. O. Box 39
Newtown, PA 18940-0039

Attention: Craig A. Smith, Esq., Township Solicitor

Reference: **CENTRAL BUCKS EAST HIGH SCHOOL STADIUM (L.D. 2000-08-A)**
CENTRAL BUCKS EAST ATHLETIC FIELDS (L.D. 2000-06)
BUCKINGHAM TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
ANDERSON ROAD AND HOLICONG ROAD
➤ ESCROW COST AND QUANTITY ESTIMATE

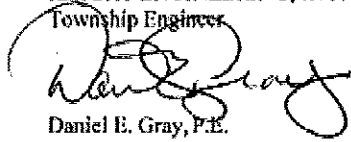
Dear Craig:

Enclosed please find the Escrow Cost and Quantity Estimate for the required site improvements in conjunction with developing the above referenced project.

The Escrow Cost and Quantity Estimate in the amount of \$1,305,046.77 was approved by John P. Giannini, P.E., Capital Projects Coordinator, in an emailed letter dated March 25, 2014 received in our office on March 25, 2014. I am enclosing a copy of the approval letter/email for your files. Since the Escrow amount has been approved and the Record Plans have been submitted to our office for signatures, please prepare the required Escrow Agreements for this project.

If you should have any questions or require any additional information on the above matter, please do not hesitate to contact me.

Very truly yours,
KNIGHT ENGINEERING, INC.
Township Engineer


Daniel E. Gray, P.E.

DG/kd

cc: Lori Wicen - Township Executive Assistant
File

cc: Dana Cozza - Township Manager
Craig A. Smith, Esq. - Township Solicitor
John P. Giannini, P.E. - Central Bucks School District
Scott Kennedy - Central Bucks School District
Thomas M. Hanna, P.E. - Gilmore & Associates, Inc.
Jeffrey P. Garton, Esq. - Begley, Carlin & Mandio, LLP

Enc: Approved Escrow Cost and Quantity Estimate - dated March 24, 2014
Approval Letter from John P. Giannini - dated March 25, 2014



CENTRAL BUCKS SCHOOL DISTRICT

LEADING THE WAY

The Central Bucks Schools will provide all students with the academic and problem-solving skills essential for personal development, responsible citizenship, and life-long learning.

March 25, 2014

Mr. Daniel E. Gray, P.E.
Knight Engineering, Inc.
4998 Mechanicsville Road
P.O. Box 247
Mechanicsville, PA 18934

Subject: Central Bucks High School East Stadium

Dear Dan:

Pursuant to your correspondence of March 24, 2014 we have reviewed the Escrow Cost and Quantity Estimate prepared by Knight Engineering, Inc. and Gilmore & Associates for the public improvements on the Central Bucks High School East Stadium project. The School District takes no exception to the quantities or costs noted in the estimate which total \$1,305,046.77. It is my understanding that this amount will be used by the Township's Solicitor in preparing the Development and Escrow Agreements. Financial security will then be provided for these improvements accordingly.

I trust this provides the information you require. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

John P. Giannini, P.E.
Capital Projects Coordinator

CC: Dr. David P. Weitzel, Superintendent, Central Bucks School District
Mr. Scott Kennedy, Director of Operations, Central Bucks School District
Mr. David W. Matyas, Business Administrator, Central Bucks School District
Mr. Ken Rodemer, AIA, Assistant Director of Operations, Central Bucks School District
Mr. Jeffrey P. Garton, Esq., Solicitor
Mr. Tom Hanna, P.E., Gilmore & Associates

Operations Center • 320 West Swamp Road • Doylestown, PA 18901-2401 • Telephone: (267) 893-4020 • Fax: (267) 893-5823

EXHIBIT "D"
FORM LETTER OF CREDIT

April __, 2014

IRREVOCABLE LETTER OF CREDIT NO. _____

(Issuer's Name)

(Applicant's Name)

(Issuer's Address)

(Applicant's Address)

ISSUE DATE: _____

AMOUNT: \$ _____

INITIAL EXPIRATION DATE: _____

BENEFICIARY: Buckingham Township
4613 Hughesian Drive
P.O. Box 413
Buckingham, PA 18912

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. _____ in favor of Buckingham Township, hereinafter referred to as "Beneficiary", for the account of the above named Applicant, and authorize you to draw on us at our office located at _____, Pennsylvania up to an aggregate amount of _____ (\$ _____) U.S. Dollars by presentment of:

1. Your written demand to pay on site and in form substantially similar to Exhibit "A" hereof; and
2. The Original of this Irrevocable Letter of Credit and any amendments thereto.

This Letter of Credit is non-transferable

Partial drawings are permitted.

This letter of credit expires on _____, 201 __. However, this letter of credit shall be automatically extended for an additional period of one (1) year from the present or each future expiration date unless we notify you in writing by certified or other form of mail requiring a signature sixty (60) days prior to such expiration date that we elect not to renew this letter of

credit. Upon such notice you may immediately draw upon the Letter of Credit for the full amount remaining.

We hereby agree that draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of documents as specified above, if presented at our office located at [Insert Bucks County Address] on or before the expiration date noted above.

Except so far as otherwise expressly stated herein, this Letter of Credit shall be governed by the laws of the Commonwealth of Pennsylvania, and shall be subject to the usage's and customs prescribed under the "Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Brochure No. 600," and whenever there shall be a conflict between the latter and the laws of the Commonwealth of Pennsylvania, the laws of the Commonwealth of Pennsylvania shall prevail. In the event of any disputes arising under this Letter of Credit, jurisdiction and venue in the Court of Common Pleas of Bucks County is stipulated to.

Very truly yours,

_____ Bank

Issuing Officer

ATTEST: _____

{SEAL}

EXHIBIT A

Demand for payment under Irrevocable Letter of Credit No. _____

Re: Letter of Credit issued on _____ by _____
(date) (Issuer)

In the original amount of \$ _____ to Buckingham Township, for
(Dollars)

the account of _____
(Applicant)

Gentlemen:

Please pay, upon sight hereof, the amount of \$ _____ for the account of the
above Letter of Credit.

We certify that: (1) Applicant has failed to perform an obligation required under that
certain Land Development Agreement entered into by and between Buckingham Township and
Applicant and dated _____, 200 ; (2) the amount previously drawn is \$ _____
_____ ; and (3) after payment hereof, the balance available under the Letter of Credit is \$
_____ .

Buckingham Township

BY: _____
Township Manager

EXHIBIT "E"
FORM BLASTING AGREEMENT

BLASTING AGREEMENT

THIS AGREEMENT made this day of , 2014, by and between BUCKINGHAM TOWNSHIP, a municipal corporation, 4613 Hughesian Drive, P.O. Box 413, Buckingham, Pennsylvania, 18912, (hereinafter called the "Township") and CENTRAL BUCKS SCHOOL DISTRICT, a School District created pursuant to the laws of the Commonwealth of Pennsylvania, maintaining its principal place of business at 20 Welden Drive, Doylestown, PA 18901 (hereinafter called the "Developer") to the benefit of the owners of those properties referenced in paragraph 1 hereinbelow, and enforceable by the owner of any such property, as well as by the Township, on whose behalf Developer does state and provide as follows:

W I T N E S S E T H:

WHEREAS, Developer is preparing to undertake development of Bucks County, Pennsylvania, Tax Map Parcels 6-14-12 and 6-14-100-1 ("Property"), situate in Buckingham Township, Pennsylvania, as and for the development of a new athletic stadium, existing athletic fields and supporting facilities, pursuant to a Land Development plan "Central Bucks East High School Stadium and Athletic Fields Final Land Development Plan" (36 Sheets) dated November 10, 1999, last revised March 7, 2014, prepared by Gilmore & Associates, Inc. (hereafter the "Site Plans"), a copy of which is attached hereto and marked Exhibit "A" (the proposed development of the Property, as shown on Exhibit "A", is hereinafter referred to as the "Development"); and

WHEREAS, the Development and construction on the Property may involve blasting activities; and

WHEREAS, the parties desire that protection be afforded to neighboring property owners from all damages resulting to their properties from Developer's blasting activities; and

WHEREAS, Developer desires to define the extent and term of its commitment and responsibility with respect to potential future adverse impact to the properties defined hereinbelow at Paragraph 1 as a result of Developer's blasting activities on the Property.

NOW THEREFORE, with full intent to be legally bound by the terms hereof, Developer does agree and commit as follows:

1. The responsibility of Developer as set forth herein below, shall extend to any property within one thousand three hundred twenty (1,320) feet of the perimeter of the Development (hereinafter "Protected Property").

2. This commitment shall be effective with respect to any blasting taking place between the effective date of this Agreement and two hundred seventy (270) days from the date on which the last blasting activity on cause of the Development occurs.

3. The commitment of Developer as established herein, which shall run to the benefit of all Protected Property, with respect to damage resulting from blasting within the Development, shall be to remediate any and all damage on or to a Protected Property and the improvements located thereupon: immediately in the case of any damage which poses an imminent threat of danger or damage to life or property; or, with

regard to all other such damage, within a reasonable period of time not to exceed ninety days.

4. In the event that any blasting is required for the construction of the Development, Developer shall notify the Township at least thirty (30) days prior to the planned date of blasting as to when the blasting activity shall commence and prior to the commencement of any blasting, shall first deposit with the Township financial security in the amount of Two Hundred Thousand Dollars (\$200,000.00). The deposit shall either in cash; an irrevocable Letter of Credit drawn to the order of the Township upon a reputable bank licensed by the Commonwealth of Pennsylvania or a National Bank qualified to do business in Pennsylvania; a Tripartite Agreement with the Township and a National Bank or a bank or savings institution located within the Commonwealth of Pennsylvania; or such other form of security as the Township's Board of Supervisors shall approve. The original Letter of Credit or Tripartite Agreement and all succeeding Letters of Credit or Tripartite Agreements must be in a form satisfactory to the Township Solicitor and must be approved by him in writing before delivery to the Township. Renewal Letters of Credit containing the same terms as the original Letter of Credit may be presented directly to the Township without the Township Solicitor's approval.

5. As a prerequisite to the vesting of any right to repair or remediation pursuant to this Agreement, before any blasting, the owner(s) of

any Protected Property shall allow Developer, or Developer's Blasting Contractor, a reasonable opportunity to thoroughly evaluate the pre-development condition of said Protected Property.

6. Developer, or Developer's Blasting Contractor, shall notify all Protected Property owners of Developer's intentions to blast at not fewer than fifteen (15) days prior to each and every date on which any blasting is to take place, by certified mail, of its intent to blast, and of the date on which such work is planned. Said notice(s) shall be accompanied by a copy of this Agreement.

7. Any owner of Protected Property who intends to avail himself of the protections of this Agreement shall, within five (5) days of receipt of the aforementioned notice, respond by first class mail or certified mail to the following address (or to such other address as may be specified in the Notice provided for in Paragraph 5) setting forth their willingness to allow evaluation of the existing condition of his property:

Mr. Scott Kennedy
Director of Operations
Central Bucks School District
320 West Swamp Road
Doylestown, PA 18901

8. If Developer, or Developer's Blasting Contractor fails to provide the Notice provided for in Paragraph 5, then Developer shall be deemed to have waived any opportunity to thoroughly evaluate the pre-development condition of any Protected Property to whom the Notice was not sent.

9. If, after blasting has taken place, any owner of Protected Property believes that his property has suffered any adverse effect as a result of said blasting, said property owner shall provide written notice of the claim to the Developer, or Developer's Blasting Contractor, with a copy to Buckingham Township. Developer shall promptly undertake to evaluate the condition of the Protected Property, in concert with the Buckingham Township Engineer or other appropriately qualified independent designee of the Township. If there is a dispute as to whether or not the complained of condition is a result of the blasting activity, the decision of the Township's designee shall be final and binding.

10. In the event that it is determined that any adverse impact upon a Protected Property is as a result of blasting in the Development, the Developer shall promptly undertake all steps necessary to remediate said impact. To the extent that there is any delay by Developer in undertaking and/or completing any remediation required by this Agreement, Developer shall be liable to the owner of the Protected Property for costs and damages occasioned by such delay.

11. Application of Security to Remedy adverse impact upon a Protected Property - In the event Developer does not commence to remedy the adverse impact upon a Protected Property within five (5) days, of when it is finally determined pursuant to the provisions hereof that Developer is responsible for the adverse impact, Buckingham Township may draw down the financial security posted pursuant to Paragraph 4 hereof and apply such security to

take whatever action which Township deems is necessary to cure the problem. In the event that the financial security is not sufficient to cure the problem, Developer shall be responsible for any additional expense including legal, engineering and administrative costs, which are incurred in curing the problem.

12. In the event that Developer does not timely proceed as required hereinabove, in addition to the cost of remediation Developer shall also be responsible to reimburse any owner of Protected Property, or the Township of Buckingham, whichever is required to undertake enforcement action, for any and all costs of enforcement, in addition to any and all costs of required remediation.

13. Return of Developer's Security – two hundred seventy (270) days from the date on which the last blasting activity on cause of the Development occurs, the Developer, upon written request, shall have all financial security posted with the Township pursuant to this Agreement returned to the Developer, except such security as may be necessary to remedy any pending claims of Protected Property owners which have not been finally determined pursuant to the provisions hereof.

14. Insurance - Developer or Developer's Blasting Contractor will maintain in full force and effect during the period of any blasting contemplated under this agreement and for two (2) years thereafter, policies of liability insurance insuring Developer, Developer's Blasting Contractor, the Township, its employees and its professionals (the Township Engineer, the

Township Water and Sewer Engineer, the Township Solicitor, the Township Planner and the Township Landscape Consultants) from liability for personal injury and property damage claims and will have Township and its professionals named as additional named insured in each of the following type policies and to provide specific coverages for blasting activities:

(e) Bodily Injury and Property Damage Liability:

- \$2,000,000.00 coverage per occurrence for personal injury liability;
- \$2,000,000.00 coverage per occurrence for property damage liability;
- \$4,000,000.00 aggregate limit of insurance.

(f) Personal and Advertising Injury:

- \$1,000,000.00 coverage per occurrence.
- \$2,000,000.00 aggregate limit of insurance

(g) Workmen's Compensation Insurance:

Statutory Limits

The Developer or Developer's Blasting Contractor shall provide the Township proof of the required insurance. If the Developer or Developer's Blasting Contractor offers a certificate of insurance as proof of the required coverage, the insurance certificate(s) issued on behalf of the Township shall not include the following language or similar language:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER."

Nor shall the certificate contain language to the effect that: "If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain polices may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Rather such certificate shall specifically confer rights upon the Township to rely upon and enforce the rights and insurance coverages represented on the certificate. The certificate shall also contain the following statement:

IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT THEY WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE THEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY BUCKINGHAM TOWNSHIP IN WRITING, AT 4613 HUGHESIAN DRIVE, P.O. BOX 413, BUCKINGHAM, PENNSYLVANIA 18912 VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY

If the Developer or Developer's Blasting Contractor is unable or unwilling to provide a certificate of insurance in compliance with these requirements, then the Developer or Developer's Blasting Contractor shall provide as proof of the required insurance a full copy of insured's policy of insurance, properly endorsed to include the Township, its employees and its professionals, showing the required coverages, affording 60 days notice to the Township prior to cancellation and in form acceptable to the Township Solicitor.

15. Township to be Held Harmless – Developer and Developer's Blasting Contractor shall, at all times, indemnify, defend and hold the Township, its employees and its professionals harmless from any claim, injury,

damage or suit, including those arising in whole or in part from the alleged or actual negligence of the Township, its employees and its professionals which may result from any blasting activities associated with the Development which any Protected Property owner(s) or any other person whatsoever may bring against the Township or against the Township officials, the Township employees or the Township professionals for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by any blasting activities associated with the Development. The indemnification is intended to extend to the Township design professionals (the Township Engineer, the Township Planner, the Township Landscape Consultant and the Township Water and Sewer Engineer) to the full extent not proscribed by 68 P.S. § 491.

16. Law not Superseded - This Agreement is not intended to modify, replace or supersede any requirement of any local, state or federal law, regulation, or ordinance with respect to any property other than the Protected Property. Insofar as any such law regulation or ordinance extends greater or additional protection to the Protected Property than does this Agreement, such provision is acknowledged by the Developer to remain in full force and effect.

17. Assignment - This Agreement may not be assigned by Developer without the written consent of Township, which will not be unreasonably withheld but will be granted only upon satisfactory proof that the Assignee can and will meet and fund Developer's obligations hereunder.

18. Notices – Other than as specifically set forth in Paragraphs 5, 6 and 7 above, wherever provision is made in this Agreement for the giving,

service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been duly given, served and delivered, if mailed with the United States Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

If to the Township: BUCKINGHAM TOWNSHIP
 4613 Hughesian Drive
 P.O. Box 413
 Buckingham, Pennsylvania, 18912

With a copy to the
Township Solicitor: Craig A. Smith, Esq.
 Smith & Porter, P.C.
 301 South State Street
 Newtown, Pennsylvania, 18940

If to the Developer: Central Bucks School District
 20 Welden Drive
 Doylestown, PA 18901

With a copy to: Jeffrey P. Garton, Esquire
 Begley, Carlin & Mandio
 680 Middletown Boulevard
 Langhorne, PA 19047

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement or other instrument shall be deemed to have been given, served and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

19. Persons Bound - This Agreement extends to and binds the surety, if any, the heirs, executors, successors and assigns of the Developer and the Township.

20. Modification - This Agreement constitutes the entire agreement between the parties and no change alteration, cancellation, or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

21. Severability - In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining paragraphs or parts thereof.

22. Counterparts - This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

23. Governing Law - This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned has executed this document with full intent to be legally bound by the terms hereof the date and year first above written.

CENTRAL BUCKS SCHOOL DISTRICT

ATTEST:

[SEAL]

By: _____

Title: _____

BUCKINGHAM TOWNSHIP
BOARD OF SUPERVISORS

Attest:

Maggie Rash, Chairman

Dana Cozza, Esq.
Township Manager

Jon Forest

Paul Calderaio

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 8, 2014

FOR ACTION: School Board Policies for Approval

School Board Policy 113.1 – Discipline of Students with Disabilities

The revisions in this policy follow IDEA regulations and case law and are recommendations from PSBA.

School Board Policy 220 – Student Expression

School Board Policy 913 – Relations with Non-School Organizations/Groups/Individuals

PSBA and our school district solicitor recommended changes to School Board Policy 220 and School Board Policy 913 based on the substance of the recent Third Circuit Opinion in the matter of K.A. v. Pocono Mountain School District addressing student expression. The language within the proposed policies meet the standard set forth in this opinion.

RECOMMENDATION:

The administration is recommending that the Board approve School Board Policy 113.1 – Discipline of Students with Disabilities, School Board Policy 220 – Student Expression, and School Board Policy 913 – Relations with NonSchool Organizations/Groups/Individuals.

CENTRAL BUCKS SCHOOL DISTRICT

SECTION: PROGRAMS

TITLE: DISCIPLINE OF STUDENTS
WITH DISABILITIES

ADOPTED: July 23, 2002

REVISED: September 27, 2011

113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES	
<p>1. Purpose Title 22 Sec. 14.133 Pol. 113, 113.2</p>	<p>The district shall develop and implement positive Behavior Support Plans and programs for students with disabilities who require interventions to address behaviors that interfere with learning.</p>
<p>2. Authority Title 22 Sec. 14.133, 14.143 34 CFR Sec. 300.530 Pol. 218, 233</p>	<p>Students with disabilities, who violate the Code of Conduct, engage in inappropriate behavior, disruptive activities and/or actions injurious to themselves or others shall be disciplined in accordance with federal laws and regulations and, if applicable, their Individualized Education Program, a Behavior Support Plan and Board policy.</p>
<p>Title 22 Sec. 12.6(e) 20 U.S.C. Sec. 1412(a) 34 CFR Sec. 300.530(b), (d)</p>	<p>During any period of expulsion, or suspension from school for more than ten (10) consecutive or fifteen (15) cumulative days in a school year, or placement in a interim alternative educational setting for disciplinary reasons, the student shall continue to receive a free and appropriate education, in accordance with federal law.</p>
<p>3. Guidelines Title 22 Sec. 12.6, 14.143 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530, 300.536 Pol. 218.1, 227</p>	<p>A student with disabilities may be suspended for not more than ten (10) consecutive or fifteen (15) cumulative days of school per year, regardless of whether the student's behavior is a manifestation of his/her disability. Such suspension shall not constitute a change in the student's educational placement. Except in accordance with the provisions of this policy related to weapons violations and drug and controlled substance, a student with intellectual disabilities may not be suspended for one (1) school day without written notice and parental permission.</p>

<p>Title 22 Sec. 14.143 34 CFR Sec. 300.530 Pol. 218</p>	<p><u>Changes In Educational Placement/Manifestation Determinations</u></p>
	<p>For disciplinary exclusions which constitute a change in educational placement, the district shall first determine whether the student's behavior is a manifestation of his/her disability. Expulsion, or suspension for more than ten (10) consecutive or fifteen (15) cumulative days in a school year, or patterns of suspensions for substantially identical behaviors constitute changes in educational placement requiring a manifestation determination. For students with intellectual disabilities, any disciplinary suspension is a change in educational placement. A student with disabilities whose behavior is not a manifestation of his/her disabilities may be disciplined in accordance with Board policy in the same manner and to the same extent as students without disabilities.</p>
	<p>Except in the case of possession or use of a weapon or a controlled substance, as set forth below, a hearing officer may order removal of the student to an alternative setting for forty five days (45) when the district demonstrates by substantial evidence that maintaining the current placement of a student with disabilities is substantially likely to result in injury to the student or to others.</p>
	<p>A due process hearing may be requested by a parent/guardian of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the district if the district believes that the current placement is substantially likely to result in injury to the student or others. Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time period set for the disciplinary exclusion from the student's regular placement unless the district and the parent/guardian agree otherwise.</p>
	<p>Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the district did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation shall be expedited.</p>
	<p><u>Weapons Violations</u></p>
<p>20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530(g)</p>	<p>A student with disabilities, including a student with intellectual disabilities, who carries a weapon to school or a school function may be removed from his/her current placement. The student shall be placed in an appropriate interim alternative educational setting for no more than forty-five (45) days.</p>
<p>18 U.S.C. Sec. 930 20 U.S.C.</p>	<p>According to statute, weapon shall be defined as a device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife</p>

113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES - Pg. 3

<p>Sec. 1415(k) 34 CFR Sec. 300.530(i) Pol. 218.1</p>	<p>with a blade of less than two and one-half (2½) inches in length, unless used in a way that injury is likely or might be likely.</p>
<p>20 U.S.C. Sec. 1415(k) 21 U.S.C. Sec. 812(c) 34 CFR Sec. 300.530(i) Po. 227</p>	<p><u>Drugs/Controlled Substances Violations</u></p> <p>A student with disabilities, including a student with intellectual disabilities, who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function may be removed from his/her current placement. The student shall be placed in an appropriate interim alternative educational setting for no more than forty-five (45) days.</p> <p><u>Bodily Harm</u></p> <p>A student with disabilities, including a student with intellectual disabilities, who has inflicted serious bodily injury upon another person while at school, on school property, or at school functions under the jurisdiction of the district may be removed from his/her current placement. For purposes of these provisions, serious bodily injury means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.</p>
<p>SC 1302.1-A 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.535</p>	<p><u>Referral To Law Enforcement And Reporting Requirements</u></p> <p>The district shall report crimes committed by a student with disabilities to the appropriate authorities in the same manner as it reports crimes committed by students without disabilities.</p> <p>For a student with a disability who does not have a Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policies.</p>
<p>20 U.S.C. Sec. 1415(k)(6) 34 CFR Sec. 300.535 Pol. 216</p>	<p>When reporting a crime to the appropriate authorities, the district shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall transmit copies only to the extent that transmission is permitted by the Family Rights and Privacy Act.</p> <p>In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school</p>

113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES - Pg. 4

sponsored activity or on a conveyance providing transportation to or from a school or school sponsored activity.

References:

School Code – 24 P.S. Sec. 510, 1302.1-A, 1303-A

State Board of Education Regulations – 22 PA Code Sec. 12.6, 14.133, 14.143

Crimes Code, Possession of Firearms and Dangerous Weapons –
18 U.S.C. Sec. 930

Individuals With Disabilities Education Act – 20 U.S.C. Sec. 1400 et seq.

Controlled Substances Act – 21 U.S.C. Sec. 812

Individuals With Disabilities Education, Title 34, Code of Federal Regulations –
34 CFR Part 300

Board Policy – 113, 113.2, 216, 218, 218.1, 218.2, 222, 227, 233

CENTRAL BUCKS SCHOOL DISTRICT

SECTION: PUPILS

TITLE: STUDENT EXPRESSION

ADOPTED:

REVISED: AUGUST 22, 2006

220. STUDENT EXPRESSION	
1. Purpose	<p>The right of public school students to freedom of speech is guaranteed by the Constitution of the United States and the Constitution of the Commonwealth of Pennsylvania. The Board respects the right of students to express themselves in word or symbol and to distribute materials and post materials in areas designated for posting as a part of that expression, but it also recognizes that the exercise of that right must be limited by the district's responsibility to maintain an orderly school environment, to fulfill its educational mission and to protect the rights of all members of the school community.</p> <p>This policy addresses student expression in general and the distribution and posting of materials that are not part of the district sponsored activities. Materials sought to be distributed or posted as part of the curricular or extracurricular programs of the district shall be regulated as part of the district's educational program.</p>
2. Definitions	<p>Distribution- Students handing non-school materials to others on school property or during school sponsored events, placing upon desks, on or in lockers; or engaging in any other manner of delivery of non-school materials to others while on school property or during school functions. When e-mail, text messaging or other technological delivery is used as a means of distributing or accessing non-school materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy.</p> <p>Expression: verbal, written or symbolic representations or communication.</p> <p>Non-school materials: any printed or electronic, or written materials meant for posting or general distribution to others that are not prepared as part of the curriculum or extracurricular program of the district, including but not limited to fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, personal web sites and the like.</p> <p>Posting-publicly displaying non-school materials on school property or at school sponsored events, including but no limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers; on district sponsored or student web sites; through other district owned technology and the like.</p>

220. STUDENT EXPRESSION - Pg. 2

<p>3. Authority SC 511 Title 22 Sec. 12.9</p>	<p>The Board reserves the right to designate and prohibit manifestations of student expression that are not protected by the right of free expression because it materially or substantially interferes with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community, encourages unlawful activity; or interferes with another's rights. Such expressions shall include, but are not limited to, those which:</p>
<p>Title 22 Sec. 12.2</p>	<ol style="list-style-type: none"> 1. Libel any specific person or persons. 2. Seek to establish the supremacy of a particular religious denomination, sect or point of view. 3. Advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health of students. 4. Are obscene or contain material deemed harmful to impressionable students who may receive them. 5. Violating written school district administrative regulations or procedures on time, place and manner for posting and distribution of otherwise protected expression. 6. Incite violence; advocate use of force; or urge violation of law, school district policy or regulations. 7. Advertise goods or services for the benefit of profit-making organizations.
<p>Pol. 913</p>	<ol style="list-style-type: none"> 7. Solicit funds for nonschool organizations or institutions when such solicitations have not been approved by the Board.
<p>Title 22 Sec. 12.9 Pol. 219</p>	<p>Off campus or after hours distribution, including technological distribution, that does or is likely to materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community, encourages unlawful activity; or interferes with another's rights is also a violation of this policy.</p> <p>The Board reserves the right to halt the distribution of unprotected materials.</p>
	<p>The Board requires that students who wish to distribute materials submit them for prior review. Where the reviewer cannot demonstrate, within two (2) school days after the material is submitted for review, that the material violates this policy, such</p>

220. STUDENT EXPRESSION - Pg. 3

<p>Title 22 Sec. 12.9</p>	<p>material may be distributed. An appeal from the denial of permission to distribute material shall be submitted to the Superintendent and then to the Board in accordance with District policies and rules.</p>
<p>4. Delegation of Responsibility</p>	<p>The Board shall require that distribution of printed materials takes place only at the places and during the times approved by the principal or designated administrator in order that such distribution not interfere with the orderly operation of the schools.</p>
	<p><u>Student Demonstrations</u></p>
	<p>Student demonstrations, either on or off school grounds, must not:</p>
	<ol style="list-style-type: none">1. Violate any civil or criminal laws.2. Hinder other students, faculty or members of the school staff in the performance of their tasks and duties.3. Disrupt classes, assemblies, lunches or other school activities.
	<p>Disciplinary action will be taken against students who violate any of the above.</p>
	<p><u>Discipline for Engaging in Unprotected Expression</u></p>
	<p>The Board reserves the right to prohibit the posting or distribution of non-school materials containing unprotected expression and to prohibit from engaging in other unprotected student expression, as well as to stop unprotected student expression when it occurs. The Board reserves the right to discipline students for engaging in unprotected expression. Where such expression occurs off campus and away from school functions, a nexus between the unprotected expression and a substantial and material disruption of the school program must be established.</p>
	<p>The Superintendent or designee shall develop rules and regulations for the distribution of printed material which shall include:</p>
	<ol style="list-style-type: none">1. Procedures for prior review of all material to be distributed. Such procedures shall designate a reviewer, who shall bear the burden of showing the material to be unprotected; require that the time consumed by the review process not be so excessive as to constitute a prohibition in itself; and delineate an appeal process.2. Designation of the places at which and times during which material may be distributed.

220. STUDENT EXPRESSION - Pg. 4

3. All articles, cartoons or material submitted must be signed.
4. If a school has an area where individuals are allowed to post non-school materials, students may post such items as well, if the materials do not constitute unprotected expression and the items are submitted for prior review in the same manner as if the students were going to distribute them.

Review of Student Expression

School officials shall not censor or restrict non-school materials or other student expression or the sole reason that it is critical of the school or its administration, or because the views espoused are unpopular or may make people uncomfortable.

References:

School Code- 24 P.S. Sec. 510, 511

State Board of Education Regulations- 22PA Code Sec. 12.2, 12.9



SECTION: COMMUNITY

TITLE: RELATIONS WITH SPECIAL
INTEREST GROUPS
NONSCHOOL
ORGANIZATIONS/GROUPS/
INDIVIDUALS

ADOPTED:

REVISED:

	<p style="text-align: center;">913. RELATIONS WITH NONSCHOOL ORGANIZATIONS/GROUPS/INDIVIDUALS</p> <p>1. Purpose</p> <p>Any requests from nonschool organizations, groups or individuals seeking to have students participate in or be informed of the opportunity to participate in nonschool-sponsored activities, awards or scholarships shall be governed by this policy.</p> <p>Any requests from civic organizations or special interest groups that involve such activities as patriotic functions, contests, exhibits, sales of products to or by students, scholarships, fundraising, or disseminating literature/materials must be examined to ensure that such activities primarily promote student interests, rather than the special interests of any particular group.</p> <p>2. Definitions Pol. 220</p> <p>Nonschool organizations, groups or individuals - those entities that are not part of the school program, school-sponsored activities, or organized pursuant to the Pennsylvania School Code or Board policy. When employees or Board members act on behalf of a nonschool organization or group, or on their own behalf, this policy applies to them. Students are governed by a separate and distinct Board policy regarding student expression and distribution and posting of materials.</p> <p>Nonschool materials - any printed or written materials prepared by nonschool organizations, groups or individuals for posting or general distribution which are not prepared as a part of the curricular or approved extracurricular programs of the district. This includes such things as fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, nonschool organization websites and the like.</p> <p>Distribution - handing nonschool written materials to others on school property or during school-sponsored events; placing upon desks, tables, on or in lockers; or engaging in any other manner of delivery of nonschool written materials to others while on school property or during school functions. When email, text messaging or other technological delivery is used as a means of distributing or accessing nonschool written materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy.</p>
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	<p>Posting - publicly displaying nonschool written materials on school property or at school-sponsored events, including but not limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers, on district-sponsored websites, through other district-owned technology and the like.</p> <p>Prohibited activities and materials - activities and materials which:</p> <ol style="list-style-type: none"> 1. Are libelous, defamatory, obscene, lewd, vulgar, or profane. 2. Violate federal, state or local laws. 3. Violate Board policy or district administrative regulations. 4. Advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs. 5. Incite violence. 6. Advocate use of force or urge violation of federal, state or municipal law, Board policy or district administrative regulations. 7. Interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
<p>3. Authority Pol. 707</p>	<p>It is the policy of the Board that district facilities be used in accordance with the guidelines established in Board policy.</p>
<p>SC 510, 511</p>	<p>The Board prohibits the use of students and staff members for advertising or promoting nonschool organizations, groups or individuals during instructional time or at school-sponsored locations or events not otherwise open to nonschool organizations, groups or individuals.</p>
<p>4. Delegation of Responsibility</p>	<p>The Superintendent or designee shall be responsible for carrying out the provisions of this policy, unless otherwise specifically noted in this policy.</p>
<p>5. Guidelines</p>	<p><u>Nonschool Activities/Materials</u></p> <p>The Board recognizes the social and educational values that may be derived from student participation in various activities sponsored by nonschool organizations, groups or individuals, but specifies that unreasonable demands on the time and energies of students and staff by such entities during school hours, or at school-sponsored activities be prevented.</p>

<p>Pol. 121</p>	<p>Requests for student participation in nonschool organizations, groups or individually sponsored activities must be made in writing to the Superintendent or designee in accordance with administrative regulations, written announcements and this policy.</p> <p>Activities sponsored by nonschool organizations, groups or individuals may not occur, and nonschool written materials may not be used, during instructional time or school-sponsored activities unless they are of educational value to the school program, they benefit district students or the school community, and they are factually accurate. Prohibited activities or materials may never be used.</p> <p>Where the nonschool entity is a for-profit entity that will benefit commercially from an activity or distribution of its material during instructional time, other factors must outweigh the commercial benefit to the nonschool entity; and the Board must approve proposals that would commercially benefit a for-profit entity.</p> <p>A review of any activities or nonschool written materials under this policy shall not discriminate on the basis of content or viewpoint, except that prohibited activities or materials will be rejected, as will any activities or materials that do not comply with Board policy, administrative regulations, or written announcements relating to the proposed nonschool-sponsored activity or materials.</p> <p>Participating students may not leave the school district unless the Board policy for field trips has been followed or the Board has granted special permission.</p> <p><u>Dissemination Distribution Of Literature/Materials</u></p> <p>Only literature and materials directly related to school district activities or which contribute significantly to district instructional programs may be disseminated distributed to or through students and staff members.</p> <p>Fliers from non-profit community groups promoting an activity of interest to students may be distributed to the families of elementary students, in accordance with district guidelines, or read as a student announcement in secondary schools.</p> <p>District schools shall not be used to publish or disseminate distribute literature or survey forms of partisan sectarian or political organizations of any type.</p> <p>Distribution of literature relevant to community welfare is permitted when prior approval is granted by the Superintendent or designee.</p>
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<p>SC 775</p>	<p>The Board prohibits posting and distributing on school property any literature or material that:</p> <ol style="list-style-type: none">1. Is political in nature, except on Election Day at school polling places.2. Promotes or denigrates a particular religion or religious practice.3. Is derogatory toward any ethnic, religious or racial group.4. Promotes or encourages hostility, disorder, violence, or disregard for violation of legal obligations.5. Primarily promotes commercial enterprises.6. Is libelous, or interferes with or advocates interference with the rights of any individual or the operations of the schools.7. Promotes use of tobacco products, alcoholic beverages, illegal substances or paraphernalia.8. Is obscene or pornographic in the context of being inconsistent with prevailing community standards.9. Is not in the best interest of the students, staff or schools. <p><u>Fundraising</u></p> <p>Fundraising by nonschool organizations, groups or individuals is prohibited on school property or in the name of the school.</p> <p>Where activities or materials otherwise comply with this policy, administrative regulations and written announcements, fundraising activities may be announced.</p> <p>Directory information regarding students or staff may only be released in accordance with law and Board policy. Directory information for students or staff members will not be released to nonschool organizations, groups or individuals that seek this information for the purpose of fundraising.</p> <p><u>Scholarships/Awards</u></p> <p>The Board is appreciative of the generosity of organizations that offer scholarships or awards to deserving students; but, in accepting such offers, the Board directs that established criteria be observed.</p>
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<p>Pol. 216</p>	<p>No information, either academic or personal, shall be released from a student's record for the purpose of selecting a scholarship or award winner without the permission of the student who is eighteen (18), or the parents/guardians of a student who is younger, in accordance with the Board's policy on student records.</p> <p>The scholarship or award, and any pertinent restrictions, shall be approved by the Board.</p> <p>All pertinent information regarding the scholarship or award shall be submitted for review by the Superintendent or designee prior to the date on which it is to be presented.</p> <p>The building principal, together with a committee of staff members designated by the principal, shall be involved in the selection of the recipient of an award or scholarship, pursuant to procedures established for this purpose and consistent with the restrictions applicable to each approved scholarship or award.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 510, 511, 775, 779</p> <p>Board Policy – 000, 121, 216, 220, 707, 913.1</p> <p>NOTE: When a <i>student</i> requests to personally distribute or post materials or originates other activities described in this policy, Board Policy 220 Student Expression/Distribution And Posting Of Materials will be used to regulate district decisions and actions.</p> <p>PSBA Revision 12/13</p>
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**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 8, 2014

FOR ACTION: Personnel Items

The following pages include resignations, retirements, and unpaid leaves of absence; appointments, long-term per diem substitute teachers, classification changes, and community school staff.

RECOMMENDATION:

The administration is recommending that the Board approve resignations, retirements, and unpaid leaves of absence; appointments, long-term per diem substitute teachers, classification changes, and community school staff.

RESIGNATIONS

Name: Namratha Anumula
Position: IT Technical Specialist – Educational Services Center
Effective: April 4, 2014

Name: Dawn Denisi Greco
Position: Personal Care Assistant – Bridge Valley Elementary School
Effective: March 21, 2014

Name: Katherine Helm
Position: Special Education teacher – Central Bucks High School – West
Effective: April 10, 2014

Name: Tara Schmucker
Position: Mathematics teacher – Central Bucks High School – West
Effective: June 25, 2014

RETIREMENTS

Name: Carol Copland
Position: Librarian – Doyle Elementary School
Effective: June 30, 2014

Name: Catherine Gardner Eisgrau
Position: Elementary teacher – Butler Elementary School
Effective: June 25, 2014

Name: Brenda Hendrickson
Position: English teacher – Central Bucks High School – East
Effective: June 25, 2014

Name: Carol Kalbach
Position: Music teacher – Linden Elementary School
Effective: June 25, 2014

Name: Patricia Kennedy
Position: Special Education Assistant – Titus Elementary School
Effective: June 20, 2014

Name: Patricia Ruane
Position: Elementary teacher – Buckingham Elementary School
Effective: June 20, 2015

UNPAID LEAVES OF ABSENCE

Sarah Coyle Special Education teacher – Barclay Elementary School
April 21, 2014 – August 26, 2014

Dawn Curran English teacher – Central Bucks High School – West
August 26, 2014 – August 2015

Jennifer Leonard Elementary teacher – Cold Spring Elementary School
September 18, 2014 – August 2015

Lynn Reigner Elementary teacher – Buckingham Elementary School
May 15, 2014 – October 10, 2014

Heather Vail School Psychologist – Kutz/Pine Run Elementary Schools
June 3, 2014 – August 26, 2014

APPOINTMENTS

Name: Robert Argue
Position: Bus Driver – Transportation Department
 \$20.35 per hour
Effective: March 26, 2014
Reason: New Position

Name: Sandra Chauncey
Position: Bus Driver – Transportation Department
 \$20.35 per hour
Effective: March 26, 2014
Reason: New Position

Name: Joseph Piselli
Position: Assistant Principal – Central Bucks High School – South
 \$106,500
Effective: July 14, 2014
Reason: Employee Resignation

Name: Lester Strouse
Position: Bus Driver – Transportation Department
 \$20.35 per hour
Effective: March 26, 2014
Reason: New Position

Name: Nelson Torres
Position: Bus Driver – Transportation Department
 \$20.35 per hour
Effective: March 26, 2014
Reason: New Position

APPOINTMENTS (Cont'd)

Name: Daniel Vaughn
Position: Bus Driver – Transportation Department
\$20.35 per hour
Effective: March 26, 2014
Reason: New Position

Name: Sara Vessichelli
Position: Temporary Special Education Assistant – Central Bucks High School – West
\$13.74 per hour
Effective: April 7, 2014
Reason: Employee Leave

LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name: Thomas Boyd
Position: Mathematics teacher – Unami Middle School
\$19.75 per hour
Effective: March 12, 2014

Name: Nicole Lancellotti
Position: Elementary teacher – Kutz Elementary School
\$19.75 per hour
Effective: April 10, 2014

Name: Kaitlin McGregor
Position: Special Education teacher – Barclay Elementary School
\$19.75 per hour
Effective: April 20, 2014

Name: Lauren Woodson
Position: Mathematics teacher – Unami/Lenape Middle Schools
\$19.75 per hour
Effective: March 17, 2014

CLASSIFICATION CHANGES

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Joanne Schmidt	Special Education Assistant Kutz \$13.74 Per Hour	Temp PCA Kutz \$12.14 Per Hour	4/2/14 – 6/14

COMMUNITY SCHOOL STAFF

<u>Name</u>	<u>Position/Location</u>	<u>Rate</u>
James McLeod	Lesson Instructor/East	\$7.75 per hour

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 8, 2014

FOR ACTION: Student Trips

The CB East AP European History classes are planning to travel to New York on May 23, 2014. Holocaust education is an intricate part of the AP European History curriculum. A visit to the Museum of Jewish Heritage will make an impact on the students that a textbook and a classroom cannot. The museum and its artifact collection places the Holocaust in perspective in Jewish history. Nine teachers and approximately 150 students plan to travel to New York. The cost of \$35 for the trip is being paid by the students. Provisions have been made for any students with a financial need. These students will complete an assignment in school through the use of the museum website.

The CB East Scholar's Bowl Team is planning to travel to Alexandria, Virginia on May 30 – June 1, 2014. They will be competing in the National Championships. Two teachers and eight students plan to travel to Virginia. There may be possible DC sightseeing when there are long breaks in the competition. The cost of \$350 for the trip is being paid by the student. Fundraisers will help defray the cost of the trip.

The CB East Wrestling Team is planning to travel to Quarryville, PA on December 5-6, 2014 to compete in the Solanco "Mule Classic". Students will need to leave school around 1:00 p.m. and will miss their Block 4 class. Five coaches and sixteen wrestlers plan to travel to Quarryville. All funds necessary to pay for lodging will be paid for with team funds.

The CB East Wrestling Team is planning to travel to Carlisle, PA on December 12-13, 2014 to compete in the Carlisle Invitational. Students will need to leave school around 1:00 p.m. and will miss their Block 4 class. Five coaches and sixteen wrestlers plan to travel to Carlisle. All funds necessary to pay for lodging will be paid for with team funds.

The CB East Wrestling Team is planning to travel to Harrisburg, PA on January 10, 2015 to compete in the Central Dauphin Dual. Five coaches and sixteen wrestlers plan to travel to Carlisle. There is no cost to the student for this trip.

RECOMMENDATION:

The administration is recommending that the Board approve the CB East AP European History Classes to travel to New York on May 23, 2014; the CB East Scholar's Bowl team to travel to Alexandria, VA on May 30-June 1, 2014; the CB East Wrestling Team to travel to Quarryville, PA on December 5-6, 2014; the CB East Wrestling Team to travel to Carlisle, PA on December 12-13, 2014; and the CB East Wrestling Team to travel to Harrisburg, PA on January 10, 2015.



CENTRAL BUCKS SCHOOL DISTRICT
FIELD TRIP REQUEST —Board of School Directors Permission
 For Major Metropolitan Areas (New York City, Washington, D.C.)

DATE of REQUEST 3-24-14

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO
 DESTINATION(S) Museum of Jewish Heritage (A Living Memorial to the Holocaust)
 ADDRESS(ES) Edmond J. Safra Plaza, 36 Battery Place, New York, New York
 DATE(S) 5-23-14

NAME OF SCHOOL CB East High School
 SCHOOL GROUP (Band, Debate, Sports Team, etc.) AP European History Classes.
 NAME OF SCHOOL GROUP SPONSOR Mark Rubino SPONSOR SIGNATURE M. Rubino
 NUMBER OF STUDENTS IN GROUP 150 NUMBER OF STUDENTS PARTICIPATING IN TRIP 150
 COST TO EACH STUDENT \$ 35.00 PROVISION FOR THOSE UNABLE TO PAY Alternative
Assignment completed in school through use of museum website.
 MEANS OF FUNDING TRIP Students
 NUMBER OF TEACHERS 9 NUMBER OF PARENTS - = TOTAL NUMBER CHAPERONES 9

PARENT PERMISSION SLIPS FOR PARTICIPATING STUDENTS MUST BE ON FILE IN THE OFFICE OF
 THE PRINCIPAL PRIOR TO THE FIELD TRIP.

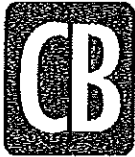
EDUCATIONAL PURPOSE FOR TRIP (Include objective, invitation, if applicable): See attached.

PLEASE ATTACH A DETAILED ITINERARY. See attached.

TRANSPORTATION **Bus Company _____
 Airline (Name of Carrier) _____
 Other (Specify) _____

**Approved Private School Bus and Chartered Bus vendor verified by the Central Bucks Transportation Department.

PRINCIPAL SIGNATURE [Signature] SCHOOL CB East
 DATE 3.26.14
 BOARD PRESIDENT SIGNATURE _____ APPROVAL DATE _____



CENTRAL BUCKS SCHOOL DISTRICT
FIELD TRIP REQUEST —Board of School Directors Permission
 For Major Metropolitan Areas (New York City, Washington, D.C.)

DATE of REQUEST 26 Mar 2014

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO
 DESTINATION(S) Hilton Alexandria Mark Center
 ADDRESS(ES) 5000 Seminary Rd. Alexandria, VA
 DATE(S) Fri 5/30 to Sun 6/1

NAME OF SCHOOL CB East
 SCHOOL GROUP (Band, Debate, Sports Team, etc.) Scholar's Bowl Team
 NAME OF SCHOOL GROUP SPONSOR Andrew Bauer SPONSOR SIGNATURE [Signature]
 NUMBER OF STUDENTS IN GROUP 16 NUMBER OF STUDENTS PARTICIPATING IN TRIP 8
 COST TO EACH STUDENT ~ \$350 PROVISION FOR THOSE UNABLE TO PAY [initials]

MEANS OF FUNDING TRIP + shirt sales
 NUMBER OF TEACHERS 2 NUMBER OF PARENTS _____ = TOTAL NUMBER CHAPERONES 2

PARENT PERMISSION SLIPS FOR PARTICIPATING STUDENTS MUST BE ON FILE IN THE OFFICE OF THE PRINCIPAL PRIOR TO THE FIELD TRIP.

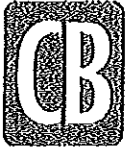
EDUCATIONAL PURPOSE FOR TRIP (Include objective, invitation, if applicable):
National Championships for Scholar's Bowl team

PLEASE ATTACH A DETAILED ITINERARY.

TRANSPORTATION **Bus Company CB Van driven by teacher
 Airline (Name of Carrier) _____
 Other (Specify) _____

**Approved Private School Bus and Chartered Bus vendor verified by the Central Bucks Transportation Department.

PRINCIPAL SIGNATURE [Signature] SCHOOL CB EAST
 DATE 3/24/14
 BOARD PRESIDENT SIGNATURE _____ APPROVAL DATE _____



CENTRAL BUCKS SCHOOL DISTRICT
FIELD TRIP REQUEST —Board of School Directors Permission
 For Major Metropolitan Areas (New York City, Washington, D.C.)

DATE of REQUEST 3/20/2014

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO
 DESTINATION(S) Solanco "Mule Classic"
 ADDRESS(ES) Quarryville, PA
 DATE(S) December 5 & 6, 2014

NAME OF SCHOOL Central Bucks East

SCHOOL GROUP (Band, Debate, Sports Team, etc.) Wrestling Team

NAME OF SCHOOL GROUP SPONSOR Dave Scarpilli SPONSOR SIGNATURE [Signature]

NUMBER OF STUDENTS IN GROUP 30 NUMBER OF STUDENTS PARTICIPATING IN TRIP 16

COST TO EACH STUDENT [scribble] PROVISION FOR THOSE UNABLE TO PAY team will cover

MEANS OF FUNDING TRIP Fund Raising available to all athletes

NUMBER OF TEACHERS 5 NUMBER OF PARENTS 0 = TOTAL NUMBER CHAPERONES 5

PARENT PERMISSION SLIPS FOR PARTICIPATING STUDENTS MUST BE ON FILE IN THE OFFICE OF THE PRINCIPAL PRIOR TO THE FIELD TRIP.

EDUCATIONAL PURPOSE FOR TRIP (Include objective, invitation, if applicable): _____

PLEASE ATTACH A DETAILED ITINERARY.

TRANSPORTATION **Bus Company CBSD bus

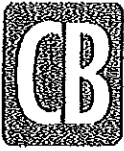
Airline (Name of Carrier) _____

Other (Specify) _____

**Approved Private School Bus and Chartered Bus vendor verified by the Central Bucks Transportation Department.

PRINCIPAL SIGNATURE [Signature] SCHOOL CB EAST
 DATE 3.24.14

BOARD PRESIDENT SIGNATURE _____ APPROVAL DATE _____



CENTRAL BUCKS SCHOOL DISTRICT
FIELD TRIP REQUEST —Board of School Directors Permission
 For Major Metropolitan Areas (New York City, Washington, D.C.)

DATE of REQUEST 3/20/2014

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO

DESTINATION(S) Carlisle Invitational

ADDRESS(ES) Carlisle, PA

DATE(S) December 12 & 13, 2014

NAME OF SCHOOL Central Bucks East

SCHOOL GROUP (Band, Debate, Sports Team, etc.) Wrestling Team

NAME OF SCHOOL GROUP SPONSOR Dave Scarpilli SPONSOR SIGNATURE [Signature]

NUMBER OF STUDENTS IN GROUP 14 NUMBER OF STUDENTS PARTICIPATING IN TRIP 16

COST TO EACH STUDENT \$0.00 PROVISION FOR THOSE UNABLE TO PAY Team will cover

MEANS OF FUNDING TRIP Fund Raising available to all athletes

NUMBER OF TEACHERS 5 NUMBER OF PARENTS 0 - TOTAL NUMBER CHAPERONES 5

PARENT PERMISSION SLIPS FOR PARTICIPATING STUDENTS MUST BE ON FILE IN THE OFFICE OF THE PRINCIPAL PRIOR TO THE FIELD TRIP.

EDUCATIONAL PURPOSE FOR TRIP (Include objective, invitation, if applicable):

PLEASE ATTACH A DETAILED ITINERARY.

TRANSPORTATION **Bus Company CBSD bus

Airline (Name of Carrier)

Other (Specify)

**Approved Private School Bus and Chartered Bus vendor verified by the Central Bucks Transportation Department.

PRINCIPAL SIGNATURE [Signature] SCHOOL CB EAST
 DATE 3.24.14

BOARD PRESIDENT SIGNATURE _____ APPROVAL DATE _____



CENTRAL BUCKS SCHOOL DISTRICT
FIELD TRIP REQUEST —Board of School Directors Permission
 For Major Metropolitan Areas (New York City, Washington, D.C.)

DATE of REQUEST 3/20/2014

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO
 DESTINATION(S) Central Dauphin Duals
 ADDRESS(ES) Harrisburg, PA
 DATE(S) January 10, 2015

NAME OF SCHOOL Central Bucks East
 SCHOOL GROUP (Band, Debate, Sports Team, etc.) Wrestling Team
 NAME OF SCHOOL GROUP SPONSOR Dave Scarpilli SPONSOR SIGNATURE [Signature]
 NUMBER OF STUDENTS IN GROUP 18 NUMBER OF STUDENTS PARTICIPATING IN TRIP 16
 COST TO EACH STUDENT \$0.00 PROVISION FOR THOSE UNABLE TO PAY n/a

MEANS OF FUNDING TRIP _____
 NUMBER OF TEACHERS 5 NUMBER OF PARENTS 0 = TOTAL NUMBER CHAPERONES 5

PARENT PERMISSION SLIPS FOR PARTICIPATING STUDENTS MUST BE ON FILE IN THE OFFICE OF THE PRINCIPAL PRIOR TO THE FIELD TRIP.

EDUCATIONAL PURPOSE FOR TRIP (Include objective, invitation, if applicable): _____

PLEASE ATTACH A DETAILED ITINERARY.

TRANSPORTATION **Bus Company CBSD bus
 Airline (Name of Carrier) _____
 Other (Specify) _____

**Approved Private School Bus and Chartered Bus vendor verified by the Central Bucks Transportation Department.

PRINCIPAL SIGNATURE [Signature] SCHOOL CB EAST
 DATE 3/24/14

BOARD PRESIDENT SIGNATURE _____ APPROVAL DATE _____

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 8, 2014

FOR INFORMATION: Sabbatical Leaves of Absence

Linda Brach, an English teacher at Central Bucks High School – West, meets the requirements for Sabbatical Leave under the provisions of the School Code. This leave will be effective for the spring semester of the 2014-2015 school year and also the spring semester of the 2015-2016 school year.

Elizabeth Filipe, a School Psychologist at various schools, meets the requirements for Sabbatical Leave under the provisions of the School Code. This leave will be effective for the fall semester of the 2014-2015 school year and also the fall semester of the 2015-2016 school year.

Kathleen Rosenthal, an Elementary teacher at Gayman Elementary School, meets the requirements for Sabbatical Leave under the provisions of the School Code. This leave will be effective for the fall semester of the 2014-2015 school year.

Kimberly Schoenmeier, a Business Education teacher at Central Bucks High School – West, meets the requirements for Sabbatical Leave under the provisions of the School Code. This leave will be effective for the fall semester of the 2014-2015 school year.

Susan Yearick, a Special Education teacher at Buckingham Elementary School, meets the requirements for Sabbatical Leave under the provisions of the School Code. This leave will be effective for the 2014-2015 school year.