

#### 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

May 10, 2016

7:30 p.m.

**Executive Session** 6:30 p.m.

Appointment of Dr. David Bolton as Substitute Superintendent for the period of May 7, 2016 I. through May 20, 2016 and Acting Superintendent for the period of May 21, 2016 through June 5, 2016.

II. Call to Order/Pledge of Allegiance/Roll Call

#### Approval of School Board Meeting Minutes - April 26, 2016 **111.**

#### IV. **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.

#### V. **Superintendent's Report: Community Partnerships**

- **Roxy Reading Therapy Dogs**
- **CB** Cares Educational Foundation ш.
- . **Parent Positive**

#### **School Board Reports** VI.

- A. Curriculum Committee
- B. Finance Committee
- C. Human Resources Committee
- D. Operations Committee
- E. Policy Committee
- F. I.U. Board

Α.

G. Middle Bucks Institute of Technology

#### VII. **Recommendations for Action**

Approval of Accounts Payable Check Disbursements	
1. General Fund Dates (April 30, 2016 and May 5, 2016)	\$1,109,352.39
2. Capital Fund Dates (April 25, 2016 and May 4, 2016)	\$ 391,419.16

- 2. Capital Fund Dates (April 25, 2016 and May 4, 2016)
- B. Award a contract to Waste Management for trash removal services in the amount of \$184,998 for the 2016-2017 school year with the option of renewing each year through 2020-2021.

The Central Bucks School District is making an audio recording of this meeting and streaming the audio live via the Internet.

Pages 1-87

Pages 88-111

Pages 112-121

Pages 122-123

School Boa	d Meeting	May 10, 2016	Page 2
C.	Award a contract to Nimaris Constru Patriot Stadium in the amount of \$115		Page 124
D.	School Board Policy for First Read #116 – Tutorial Instruction		Pages 125-128
E.	School Board Policy for Second Read #823 – Naloxone Administration In Sch		Pages 129-133
F.	Establish an AdHoc Communications	Committee to be effective until December 2016.	
G.	<ul> <li>Personnel Items</li> <li>1. Resignations</li> <li>2. Retirements</li> <li>3. Leaves of Absence</li> <li>4. Appointments</li> <li>5. Long-Term Per Diem Substitute Te</li> <li>6. Community School Staff</li> <li>7. Classification Changes</li> </ul>	achers	Pages 134-140
н.	<ol> <li>Student Items</li> <li>Approval of Tuition Students for th</li> <li>Approval of CB East Cheerleading</li> <li>Approval of Tricia Conn's CB East Dates are October 21, 2016.</li> </ol>	e 2016-2017 school year. Squad to travel to Greely, PA. Dates are August 18-21, 20 t 10-12 Grade English Class to travel to Newark, NJ.	Pages 141-144 16.
I.	Staff Conferences/Workshops		Page 145
VIII.	<ul> <li>Reports and Information</li> <li>Student Activity Fund Quarterly Re Tamanend, Tohickon, and Unami M High Schools.</li> </ul>	eports Ending March 31, 2016 for Holicong, Lenape, Aiddle Schools, Central Bucks East, South, and West	Pages 146-153

IX. Adjournment

#### CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

Dr. Weitzel thanked Mr. Jim Glaser and the Holicong 9<sup>th</sup> Grade Chorus for performing before the Board meeting.

The Central Bucks Board of School Directors held its meeting on Tuesday, April 26, 2016 in the Board Room of the Educational Services Center with Vice President John Gamble presiding. The meeting was called to order by Vice President Gamble at 7:32 p.m., followed by the Pledge of Allegiance.

Mr. Gamble announced that the Board met in Executive Session on April 19, 2016 via telephone conference call to discuss the Act 93 contract and met again this evening to discuss litigation and personnel matters.

#### **BOARD MEMBERS PRESENT**

John Gamble – Vice President, Sharon Collopy, Meg Evans, Paul Faulkner, Glenn Schloeffel, Karen Smith, Dennis Weldon, Jerel Wohl

#### **BOARD MEMBERS ABSENT**

Beth Darcy

#### **ADMINISTRATORS PRESENT**

Dr. David Weitzel, Dr. David Bolton, Andrea DiDio-Hauber, Scott Kennedy, David Matyas, Mary Kay Speese

#### **ALSO PRESENT**

Jeffrey Garton - Solicitor, Sharon Reiner - School Board Secretary

#### **APPROVAL OF MINUTES**

Motion by Dennis Weldon, supported by Karen Smith, to approve the minutes of the April 12, 2016 School Board meeting.

Motion Approved 8-0.

#### **PUBLIC COMMENT**

Jill Schweizer wanted Dr. Weitzel to know how honored she has been to have worked for him. She stated that he has always been supportive, fair, a true advocate for the professionals in the district, and has always kept kids in his focus. She thanked him for his service to the district and told him that he will be missed. (Dr. Weitzel received a standing ovation).

Stacey LaHoda praised Mr. Joe Brereton, Principal at Simon Butler Elementary School, as a wonderful principal, person, and mentor.

## SUPERINTENDENT'S REPORT

#### CERTIFICATE OF ACHIEVEMENT

Dr. Weitzel presented Mr. Joseph Brereton, Principal at Simon Butler Elementary School, with a Certificate of Achievement for his outstanding leadership and dedication and in honor of his designation as 2016-2017 Pennsylvania National Distinguished Principal. (Mr. Brereton received a standing ovation). Mr. Brereton said a few words of thanks and stated that he shared this award with the Butler community and also with two young Butler students who have passed away (one student a few years ago and one student just one week ago).

#### CONSIDERATION TO ADOPT THE 2016-2017 PROPOSED FINAL BUDGET

Mr. Matyas provided a revenue and expenditure review, millage impact information, summary of the 2016-2017 proposed final budget, and a proposal to reduce outstanding debt obligations. The 2016-2017 budget is an increase of \$7,280,800, or 2.34% over the 2015-2016 budget. The majority of the increase can be attributed to increased retirement system contributions and contracted salaries.

The enrollment for the 2015-2016 school year is 18,728 students and is expected to decrease over the next several years. The projected staffing for 2016-2017 will be a reduction of four (4) teachers by attrition; four (4) teachers will be added for the QUEST Program at the elementary level; five (5) special education teachers and one (1) psychologist will be added. There is no proposed millage increase again this year. For three (3) of the last four (4) years the district has been able to have a 0% tax increase.

Mr. Matyas highlighted some general trends such as declining enrollment, debt payments, low general inflation, and improving energy efficiency/costs all of which help reduce the budget pressure. Health insurance expenses have the lowest increase in years. The retirement expenses will increase by 14.9% and the state revenue growth is still lagging pre-recession levels. A positive note is that local real estate assessed values are on the rise.

The district is committed to continuous improvement through technology – the iPad, Laptop, and wireless initiative; expanded Extra Duty Responsibilities (EDRs); and the Elementary QUEST Program - Phase 2 expansion.

At tonight's meeting the Board is being asked for consideration to publicly post the 2016-2017 Proposed Final Budget in the amount of \$318,775,592. If consideration is given, the budget will be available to view at the Administrative Services Center, 20 Welden Drive, Doylestown, PA, and will also be available on the CBSD website. The Board will consider the final budget adoption at the June 14, 2016 school board meeting.

<u>CONSTRUCTION DEBT PREPAYMENT – Proposal to Reduce Outstanding Debt Obligations</u> Mr. Matyas provided a brief overview of the proposed \$30M debt prepayment plan. Mr. Matyas gave some examples as to the benefits to debt prepayment:

- Debt defeasance will eliminate future budget growth associated with projected increases in PSERS expenses and will yield a return on investment of approximately 3.9%.
- It would help give the district greater confidence that it can afford current and future employee contracts.
- It would help insulate the district from economic recession.
- It would help insulate the district from state subsidy reduction.

- It would lower overhead to help focus future budgets on academics.
- By prepaying debt principal it reduces future interest payments and accelerates state subsidy reimbursements.
- It plays a major role in long term budget planning. The mandated state retirement expenses (which the district has no control over) will likely continue to increase due to low returns on investments that PSERS has made.

Mrs. Darcy arrived at 7:46 p.m. (Mr. Matyas was presenting the Consideration to Post the 2016-2017 Proposed Final Budget).

#### **RECOMMENDATIONS FOR ACTION**

#### TREASURER'S REPORT AND SUMMARY OF FUND DISBURSEMENTS

Motion by Jerel Wohl, supported by Paul Faulkner, to approve the Treasurer's Report and Summary of Fund Disbursements for the month of March 2016.

TOTAL ALL FUNDS	\$29,856,226.24
Food Service	\$ 402,141.88
Capital Fund	\$ 201,895.12
General Fund	\$29,252,189.24

Motion Approved 9-0.

#### ACCOUNTS PAYABLE CHECK DISBURSEMENTS

Motion by John Gamble, supported by Karen Smith, to approve the April 15, 2016 and April 21, 2016 General Fund check disbursements in the amount of \$1,106,093.29; and the April 7, 2016 Capital Fund check disbursements in the amount of \$61,612.01.

Motion Approved 9-0.

#### APPROVAL OF THE 2016-2017 PROPOSED FINAL BUDGET

Motion by Jerel Wohl, supported by Paul Faulkner, to approve the Resolution for the 2016-2017 Proposed Final Budget and advertisement notice. This Resolution is Attachment A.

Motion Approved 9-0.

#### PROPOSAL TO REDUCE OUTSTANDING DEBT OBLIGATIONS

Motion by Jerel Wohl, supported by Paul Faulkner, for the administration to request authority to take all actions necessary to defease (prepay) construction debt not to exceed a total cost of \$30,000,000.

Board members thanked Mr. Matyas for his work on the defeasement plan. Before a vote was taken Board members discussed the proposed defeasement plan. Paul Faulkner, Jerel Wohl, and John Gamble recommended going through the defeasement process now because of the savings to the district. They have seen the benefits of the past defeasement plans. Mrs. Darcy stated that she understands the importance of debt defeasement but would like to have a better grasp of the operating budget of the district before she votes on committing to the defeasement plan. Mr. Faulkner stated that this topic has been addressed in depth at Finance Committee meetings. Mr. Schloeffel asked if the defeasement plan had to be voted on by June or if it could be done at a later time so that Board members could have further discussion. Motion by Beth Darcy, supported by Sharon Collopy, to table the defeasement plan until further discussion at Finance Committee.

Mrs. Darcy asked for a Roll Call vote:

Mrs. Collopy	Yes	Mr. Faulkner	No	Mrs. Smith	Yes
Mrs. Darcy	Yes	Mr. Gamble	No	Mr. Weldon	Yes
Mrs. Evans	Yes	Mr. Schloeffel	Yes	Mr. Wohl	No

Motion to Table Approved 6-3.

John Gamble left the room at 8:07 p.m.

#### **GENERAL SUPPLY PURCHASES**

Motion by Dennis Weldon, supported by Karen Smith, to approve that purchase orders be issued to the following suppliers as the lowest, on-specification items bid.

General Teaching Supplies	
Kurtz Bros	\$ 21,845.03
Metco	\$ 157.55
National Art Supplies	\$ 14,119.68
Office Basics	\$ 37,960.20
Pyramid School Products	\$ 43,970.43
School Specialty	\$ 12,137.04
Standard Stationery Supply	\$ 1,872.82
Total	\$132,062.75
General Art Supplies	
Dick Blick	\$ 6,610.23
Kurtz Bros	\$ 9,111.56
Metco	\$ 579.30
National Art Supplies	\$ 16,289.56
Office Basics	\$ 4,551.27
Pyramid School Products	\$ 14,371.59
School Specialty	\$ 31,242.71
Standard Stationery Supply	\$ 1,971.64
Triarco Arts & Crafts	\$ 10,669.87
Total	\$ 95,397.73
Secondary Art Supplies	Ф 11 <i>575 ((</i>
Ceramic Supply of NY	\$ 11,575.66
Dick Blick	\$ 5,960.34
Kurtz Bros	\$ 4,637.71
Metco	\$ 988.05 <b>•</b> 4.058.08
Nasco	\$ 4,958.08
Pyramid School Products	\$ 1,781.00
School Specialty	\$ 10,305.89
Triarco Arts & Crafts	\$ 7,189.37
Total	\$ 47,396.10

Total\$Science SuppliesMetcoParco ScientificVWR/Sargent-WelchSchool SpecialtyTotalTechnology Education GeneralMetcoMidwest TechnologyPaxton-PattersonTotalStoreTeam Sports Equipment and Su Aluminum AthleticAmpro SportsSN Sports	4,295.55 9,166.66 <b>15,160.21</b> 3,567.38 4,514.85 13,448.04 7,061.27 <b>28,591.54</b>
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BSN Sports \$	19,204.00
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Kally's Sports	50,434.62
	70,802.07
M-F Athletic \$	
Riddell \$	2,194.50
Triple Crown Sports \$	2,194.50 8,804.67
Metco \$	8,804.67 16,392.70
	8,804.67
Total \$1	8,804.67 16,392.70 486.00 <u>12,213.63</u>

Motion Approved 8-0. (John Gamble was not present for this vote).

## CONSTRUCTION CONTRACTS AND SERVICE AGREEMENTS

Motion by Sharon Collopy, supported by Dennis Weldon, to award a contract to Musco Lighting to replace the stadium light poles at War Memorial Field to include the demolition of the existing light poles and bases in the amount of \$584,796. Keystone Purchasing Contract #KPN-201302.01.

Mrs. Smith asked if this was the replacement of the light poles that are disintegrating and dangerous. Mr. Kennedy stated that they are not dangerous yet but the engineers are recommending to remove them now. Mrs. Smith also stated that these lighting poles will have less of a lighting impact for the surrounding neighborhood. Mr. Kennedy stated yes.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Dennis Weldon, supported by Karen Smith, to award a contract to Barb-Lin to replace flooring at Buckingham ES, Groveland ES, Kutz ES, and Unami MS in the amount of \$71,351.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Sharon Collopy, supported by Meg Evans, to award a contract to Wright Flooring to replace flooring at CB West HS in the amount of \$9,587.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Dennis Weldon, supported by Karen Smith, to award a contract in the amount of \$11,500 to Snyder Hoffmann to conduct an engineering study to determine the cost of air conditioning the remaining schools.

Mr. Faulkner stated that it would be expensive to air condition the remaining schools in the district at a cost of about \$30M-\$40M for a total of about 4-8 hot days out of a school year and to also spend \$11,500 for a study. Both of his children attended a school with no air conditioning. Mr. Schloeffel wanted to clarify that the \$11,500 being spent was only a cost study not a feasibility study. Mr. Weldon thought that it was important to note this study would be a more modern study with more updated information than those studies done in the past. He feels it is important to know and explain to others what the current cost would be. Mr. Wohl wanted to clarify that the Board doesn't know if they are okay with spending \$30M to \$40M to air condition the remaining buildings and that the cost of \$11,500 for the study is to get the data to make the decision on what the cost will be.

Motion Approved 7-1. (Paul Faulkner opposed and John Gamble was not present for this vote).

Motion by Karen Smith, supported by Dennis Weldon, to approve a Resolution to designate Scott Kennedy to be the Agent for CBSD to work with PEMA to recover some of the snow removal costs for the January 2016 blizzard. This Resolution is Attachment B.

Mrs. Darcy stated that PEMA has made funds available because of the state of emergency. Mr. Kennedy stated this Resolution could help the district recoup potentially 75% of the cost incurred by the district during the January 2016 blizzard. The district cost was approximately \$150,000.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Dennis Weldon, supported by Sharon Collopy, to approve a Development Agreement with Plumstead Township for the Gayman site project. This Agreement is Attachment C.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Dennis Weldon, supported by Sharon Collopy, to approve a Memorandum of Development Agreement with Plumstead Township for the Gayman site project. This Agreement is Attachment D.

Motion Approved 8-0. (John Gamble was not present for this vote).

Motion by Dennis Weldon, supported by Sharon Collopy, to approve a Storm Water Facilities Agreement with Plumstead Township for the Gayman site project. This Agreement is Attachment E.

Motion Approved 8-0. (John Gamble was not present for this vote).

# SCHOOL BOUNDARY ASSIGNMENT FOR A NEW HOUSING DEVELOPMENT IN WARWICK TOWNSHIP

Motion by Dennis Weldon, supported by Meg Evans, to approve the school boundary assignment for a new housing development in Warwick Township. (Please see below details).

The administration is recommending the attendance boundary for Bridge Valley Elementary School be amended to include the Warwick Mill Development, located near the intersection of School Road and Mill Road. This development is currently in the Warwick Elementary School attendance boundary.

Dr. Weitzel stated that this housing development has not started yet. But because of the strain it will put on Warwick Elementary School new boundary assignments are being made and as the development begins the purchasers will know their children will attend Bridge Valley Elementary School, Holicong Middle School, and Central Bucks High School – East.

Motion Approved 8-0. (John Gamble was not present for this vote).

#### SCHOOL BOARD POLICIES FOR FIRST READ

Motion by Karen Smith, supported by Sharon Collopy, to table School Board Policy 127 – Assessment System, School Board Policy 137 – Home Education Programs, School Board Policy 217 – Graduation Requirements, and School Board Policy 823 – Naloxone Administration In Schools, so that the proposed policies can be posted on the CBSD website for public review.

Motion Approved 8-0. (John Gamble was not present for this vote).

## RATIFICATION OF CONTRACT BETWEEN CENTRAL BUCKS SCHOOL DISTRICT AND THE CENTRAL BUCKS EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

Motion by Dennis Weldon, supported by Jerel Wohl, to ratify the contract between Central Bucks School District and the Central Bucks Educational Support Professional Association effective July 1, 2016 through June 30, 2021. This contract is Attachment F.

Mrs. Darcy noted the important work of the support staff to help our students and was glad everyone could work together on this contract.

Motion Approved 8-0. (John Gamble was not present for this vote).

Dr. Weitzel thanked the Board and the union leadership for all their work during these negotiations and thanked the support staff for their work.

#### SETTLEMENT AGREEMENT AND RELEASE

Motion by Paul Faulkner, supported by Glenn Schloeffel, to approve a "Settlement Agreement and Release" between Jeanann A. Kahley and the Central Bucks School District.

Motion Approved 8-0. (John Gamble was not present for this vote).

#### **PERSONNEL ITEMS**

Motion by Karen Smith, supported by Dennis Weldon, to approve resignations, retirements, and leaves of absence; appointments, long-term substitute teachers, long-term per diem substitute teachers, classification changes, community school staff, and EDR changes.

Before the vote Mrs. Darcy recognized the following retirees for their years of service to the district. She wished them the best in retirement.

**Ronald Murray** – Director of Transportation – Transportation Department Years in Central Bucks: 14 Subject taught or positions held: School Bus Driver (1 yr); Safety Coordinator/Dispatcher (2 yrs); Assistant Transportation Manager (1 yr); Director of Transportation (10 yrs) Buildings worked: Transportation

**Robert Gottshall** – Bus Driver – Transportation Department Years in Central Bucks: 14 Subjects taught or positions held: School Bus Driver Buildings worked: Transportation

Mary Kremser – Transportation Assistant – Transportation Department Years in Central Bucks: 12 Subjects taught or positions held: Transportation Assistant Buildings worked: Transportation

Edward Flowers – Custodian – Facilities Department Years in Central Bucks: 16 Subjects taught or positions held: Custodian Buildings worked: Groveland

Glen Hearn – Security Assistant – Central Bucks High School South Years in Central Bucks: 15 Subjects taught or positions held: Security Assistant (2 yrs); Head Custodian (13 yrs) Buildings worked: Central Bucks High School South

Patricia Greiss – Administrative Secretary – Groveland Elementary School Years in Central Bucks: 26 Subjects taught or positions held: Educational Assistant – (5 yrs); Library Assistant – (2 yrs); Administrative Secretary (19 yrs) Buildings worked: Barclay Elementary; Administrative Services Center; Bridge Valley Elementary; Groveland Elementary

# **Cynthia Johnson** – Administrative Secretary – Central Bucks High School West Years in Central Bucks: 22 Subjects taught or positions held: Educational Assistant (5 yrs); Guidance Secretary (2 yrs); Secretary I. T. Dept (1 yr); Asst. Principal's Secretary (14 yrs)

#### RESIGNATIONS

RESIGNATIO	<u>JNS</u>
Name:	Kimberly Campbell
Position:	Special Education Assistant – Butler Elementary School
Effective:	May 4, 2016
Litteeti ve.	
Name:	Heidi Chen
Position:	Duty Assistant – Bridge Valley Elementary School
Effective:	April 4, 2016
Name:	Adrienne Firer
Position:	Duty Assistant – Unami Middle School
Effective:	April 15, 2016
	- <b>f</b> ,
Name:	Meredith Penner
Position:	Special Education Supervisor – Educational Services Center
Effective:	May 10, 2016
Name:	Timothy Yanka
Position:	Community Ed Coordinator – Educational Services Center
Effective:	May 27, 2016
Name:	Thomas Zodrow
Position:	Personal Care Assistant – Mill Creek Elementary School
Effective:	April 18, 2016
DETIDEMEN	ITC
RETIREMEN	
Name:	Edward Flowers
Position:	Custodian – Groveland Elementary School
Effective:	June 30, 2016
Name:	Dahart Cattaball
	Robert Gottshall
Position:	
Position: Effective:	Bus Driver – Transportation Department
Position: Effective:	
Effective:	Bus Driver – Transportation Department June 30, 2016
Effective: Name:	Bus Driver – Transportation Department June 30, 2016 Patricia Greiss
Effective: Name: Position:	Bus Driver – Transportation Department June 30, 2016 Patricia Greiss Administrative Secretary – Groveland Elementary School
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Name:Cynthia JohnsePosition:AdministrativeEffective:June 30, 2016		e Secretary – Central Bucks High School – West	
Name:Mary KremserPosition:TransportationEffective:June 16, 2016		n Assistant – Transportation Department	
Name:Ronald MurraPosition:Director of TrEffective:June 27, 2016		ansportation – Transportation Department	
LEAVES OF ABSENCE Lois Babb		Transportation Assistant – Transportation Department April 18, 2016 – TBD	
Erin Casey		Art teacher – Butler/Doyle Elementary Schools September 6, 2016 – January 25, 2017	
Melanie Meredith Jones		Librarian – Kutz Elementary School May 17, 2016 - TBD	
Mary Kate Kern		Special Education teacher – Tamanend Middle School February 2, 2016 – TBD (Intermittent Leave)	
Amy Krewson		Transportation Assistant – Transportation Department April 11, 2016 – TBD	
Cathy Moore		Librarian – Titus Elementary School March 21, 2016 - TBD	
Christy Prekup		Mathematics teacher – Tohickon Middle School 2016-2017 school year	
Romy Prime		Reading teacher – Barclay/Jamison Elementary Schools April 18, 2016 – TBD	
Jessica Tosti		Music teacher – Lenape/Tamanend Middle Schools August 29, 2016 – September 9, 2016	
APPOINTMENTS Name: Patricia Atchison			

Name:	Patricia Atchison
Position:	(Temporary) Security Assistant – Central Bucks High School – East
	\$12.26 per hour
Effective:	April 25, 2016

Name: Position:	Kimberly Bailey Personal Care Assistant – Mill Creek Elementary School \$12.26 per hour
Effective:	April 18, 2016
Name: Position:	Karen DeLise (Temporary) Personal Care Assistant – Bridge Valley Elementary School \$12.26 per hour
Effective:	April 18, 2016
Name: Position:	Patricia Feeney Personal Care Assistant – Butler Elementary School \$12.26 per hour
Effective:	April 4, 2016
Name: Position:	Allison Kuchler Supervisor of Special Education – Educational Services Center \$120,000
Effective:	July 5, 2016
Name: Position:	Janet Kueny Supervisor of Special Education – Educational Services Center \$110,000
Effective:	July 5, 2016
Name: Position:	Amy Lampke (Temporary) Educational Assistant – Bridge Valley Elementary School \$14.01 per hour
Effective:	April 29, 2016
Name:	Scott Levan (Temperen) Assistant Project Manager
Position:	(Temporary) Assistant Project Manager \$80,000
Effective:	May 3, 2016
LONG-TER	M SUBSTITUTE TEACHERS
Name:	Laura Niland
Position:	Elementary teacher – Bridge Valley Elementary School \$45,024 (B+0 credits, Step 1)
Effective:	January 21, 2016 until the end of the 2015-2016 school year
	M PER DIEM SUBSTITUTE TEACHERS
Name:	Anthony Adamucci
Position:	Biology teacher – Central Bucks High School – West \$150 per day
Effective:	May 4, 2016

Name:Megan BasgilPosition:Elementary teacher – Bridge Valley Elementary School \$150 per dayEffective:May 2, 2016				
Name: Position: Effective:	Katie Specia \$150 April			
<u>CLASSIFICATION</u> <u>Name</u> Janet Kueny		<u>CHANGES</u> <u>From</u> Education Program Specialis Ed Services Center	<u>To</u> st Special Ed Supervisor Ed Service Center \$3,500 (Stipend)	Effective Date 5/11/16-6/30/16
Bernadette Loftus		Office Clerk Gayman No Change In Salary	Administrative Secretary Holicong No Change In Salary	5/9/16
Stacy McBride		(.96) Special Ed Assistant Pine Run No Change In Hourly Rate	(1.0) Special Ed Assistant Pine Run No Change In Hourly Rate	4/13/16
COMMUNITY SCHOOL STAFFKimberly BragenBefore/After School Child Program – EA			Child Program – EA	\$14.01/hour
<u>EDR Changes</u> <u>Name</u> Steve Beagelman		<u>School/Position</u> East/Softball – Assistant		EDR Units 2.35
Kiki Bell		West/Girls Track – I	16	

Motion Approved 8-0. (John Gamble was not present for this vote).

#### **STUDENT ITEMS**

STUDENT TRIPS

Motion by Sharon Collopy, supported by Karen Smith, to approve the following student trip:

• CB West Spanish 5 classes to travel to New York on May 23, 2016.

Motion Approved 8-0. (John Gamble was not present for this vote).

## FOREIGN EXCHANGE STUDENT

Motion by Sharon Collopy, supported by Karen Smith, to approve the placement of a Foreign Exchange Student at Central Bucks High School – West for the 2016-2017 school year.

Motion Approved 8-0. (John Gamble was not present for this vote).

#### **STAFF CONFERENCES**

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

						General		
Name	Area	Dates	Conference name		Location	Fund	Grants	Totals
Cox, Denise	Support Staff	5/16 to 5/20/16	Annual Edulog Training Conference		Nevada	2,445		
Czyz, James	Adminstrator	5/16 to 5/20/16	Annual Edulog Training Conference		Nevada			
Jacobs, Angela	Adminstrator	5/13/16	K 12 Conference for Users		Harrisburg, PA	150		
Judge, Sharon	Adminstrator	5/13/16	K 12 Conference for Users		Harrisburg, PA	278		
Pajer, David	Support Staff	5/16 to 5/20/16	Annual Edulog Training Conference		Nevada	2,445		
Rubanich, Cheryl	Adminstrator	5/13/16	K 12 Conference for Users		Harrisburg, PA	278		
Smith, Sharon	Adminstrator	5/13/16	K 12 Conference for Users		Harrisburg, PA	150		
Wohl, Charles	Support Staff	5/16 to 5/20/16	Annual Edulog Training Conference		Nevada	2,445		
Vincent, Suzanne	Adminstrator	5/13/2016	K 12 Conference for Users		Harrisburg, PA	290		
Totals this meeting						8,481	8	8,481
Year to date from last m	neeting					9,430	44, 327	53,757
Totals year to date				General fund budget	28500	17,911	44,327	62,238

Motion Approved 8-0. (John Gamble was not present for this vote).

#### **REPORTS AND INFORMATION**

Dr. Weitzel announced that a Sabbatical Leaves of Absence was included in the Agenda as an information item for Board members.

Mr. Wohl thanked Dr. Weitzel for his service to the district and wished him all the best in the future.

#### **ADJOURNMENT**

There being no further business before the Board, motion by Sharon Collopy, supported by Karen Smith, to adjourn at 8:32 p.m.

Respectfully submitted,

Aharon & Reiner

Sharon L. Reiner **Board Secretary Recording Secretary** 

#### CENTRAL BUCKS SCHOOL DISTRICT

#### Resolution Authorizing Proposed Final Budget Display and Advertising

RESOLVED, by the Board of School Directors of Central Bucks School District, as follows:

1. The School District budget for the 2016-17 fiscal year as presented April 26<sup>th</sup>, 2016 to the School Board shall be considered the Proposed Final Budget for the 2016-17 fiscal year, and shall be made available for public inspection after this date. The 2016-17 Proposed Final Budget will be updated on form PDE-2028 as soon as the form is available from the state (expected in early May) and will then be made available in that format for public inspection.

2. At least ten (10) days before the date scheduled for adoption of the Final Budget, the Secretary shall advertise the **Final Budget Notice** in substantially the form as presented to the School Board. The Notice shall be advertised once in a newspaper of general circulation and shall be posted conspicuously at the School District offices. The School Board intends to adopt the Final Budget for fiscal year 2016-17 on June 14<sup>th</sup>, 2016.

PEMA-DAP -2	DESIGNATION OF A	AGENT RE	ESOLUTION	Ň	2
FOR:		4267 - DR	- PA		
	(Enter Name of Di	isaster or Number)			
BE IT RESOLVED BY	Board of School Direc	tors <sub>OF</sub>	OF Central Bucks School District		
	(Governing Body)		(Public Entity)		
THAT Scott Kennedy		,	Director of Operations		
(Name of			(Title)		
IS HER	EBY AUTHORIZED TO E	XECUTE FOI	R AND IN BEH	ALF OF	
Central Buc		Bucks	Coun	tv.	
(Public Entity)			(County)		
a public entity established und the purpose of obtaining finan- (Public Law 93-288 as amende	cial assistance under the Robe ed by Public Law 100-707).	ert T. Stafford	Disaster Kener a	and Energency A	ocuments for ssistance Act 0_16_
Passed and approved this	26th	day of	Лрп		J
Beth Darcy	Board President	*			
(Name)	(Title)		(Signature)		
(Name)	(Title)	(Signature)			
(Name)	(Title)	(Signature)			
(Name)	, (Title)	(Signature)			
(Name)	(Title)	3	(Signature)	)	
[	CERTIF	ICATION			
Beth Darcy , duly appointe		d and	Board P	resident	
1,(Name)			(Title)	)	
of Central Bucks Sch	ool District do hereby cer	tify that the ab	ove is a true and	d correct copy of	
(Public Entity)					
a resolution passed and approved by the		Board of S	chool Direc	tors	
			(Governing Body)		
of Central Bucks School District on the		26th	day of	April 20	16
(Public Entry) Umpulitto (Signature)	Board P (Official P		4-26		

Prepared By:	Jonathan J. Reiss, Esquire GRIM, BIEHN & THATCHER 104 South 6 <sup>th</sup> Street, P.O. Box 215 Perkasie, PA 18944
Return To:	Jonathan J. Reiss, Esquire GRIM, BIEHN & THATCHER 104 South 6 <sup>th</sup> Street, P.O. Box 215 Perkasie, PA 18944
CPN#	34-011-143-001-001

#### PLUMSTEAD TOWNSHIP DEVELOPMENT AGREEMENT (Gayman Elementary School Land Development Waiver)

THIS AGREEMENT, dated this \_\_\_\_\_day of \_\_\_\_\_\_, A.D., 2016, is made by and between the TOWNSHIP OF PLUMSTEAD a Township of the Second Class, with offices located at 5186 Stump Road, PO Box 387, Plumsteadville, PA 18949 (hereinafter referred to as "Township");

#### <u>A N D</u>

CENTRAL BUCKS SCHOOL DISTRICT, a Pennsylvania school district of the Second Class, with offices located at the Administrative Center, 16 Weldon Drive, Doylestown, PA 18901 (hereinafter referred to as "Developer"), by merger successor in interest to Plumstead Township School District Authority, owner of a tract of land identified as Bucks County Tax Parcel Nos. 34-011-143-001-001 (hereinafter referred to as the "Property"), and more fully described on a separate set of plans of record in the Township Office, said plans being prepared by Gilmore & Associates, Inc., consisting of fourteen (14) sheets, dated September 28, 2015, latest revision date of January 25, 2016, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as the "Plan"); and WHEREAS, Developer represents and warrants to Township that Developer is the legal developer of the Property; and

WHEREAS, Developer further intends to install parking lot improvements (hereinafter referred to as the "Project") on the Property pursuant to the Plan and Township's grant of preliminary/final approval thereof; and

*WHEREAS*, the Developer and Township are desirous of clarifying and stipulating in detail Developer's obligations pursuant to Township's Subdivision and Land Development Ordinance; and

WHEREAS, Developer has advised Township that it wishes to proceed with the construction of the Project; and

WHEREAS, Developer further intends to construct improvements, including, but not limited to, land clearing, stormwater management, erosion and sediment control, parking facilities, road improvements, street trees, landscaping, and other requirements (hereinafter referred to as "Improvements") as set forth within the Plan; and

WHEREAS, Developer's Bank/Lender intends to issue an Irrevocable Letter of Credit in order to guarantee the fulfillment of the terms and conditions of this Agreement as it relates to the construction of the Improvements; and

WHEREAS, it is considered to be for the best interest of the parties hereto to clarify and reduce to writing the respective obligations relating to the Improvements and all other developmental aspects of the Project.

*NOW, THEREFORE*, intending to be legally bound, the parties hereto do hereby promise, covenant and agree as follows:

#### I.

## PLANS OF DEVELOPER INCORPORATED BY REFERENCE

Developer represents and warrants to Township that it is the owner of the tract of land described within this Agreement and agrees that the Plan presented to Township is in full compliance with Township Subdivision and Land Development, Zoning, Building, Plumbing, Electrical, Property Maintenance, and Fire Prevention Ordinances/Codes, as currently amended. The Plan shall be duly signed by the parties to this Agreement simultaneously with the execution of this Agreement. Developer agrees that the Plan and any work performed thereunder under this Agreement shall be in compliance with the above-mentioned Ordinances/Codes of Township and in accordance with accepted engineering practices.

# II. PLANS UNDER SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

Concurrently with the return of this Agreement, Developer agrees that it will supply to Township the Plan in compliance with the Township Subdivision and Land Development Ordinance and in compliance with the rules and requirements of the Bucks County Recorder of Deeds as to size. The returned Plan shall be in the form of one (1) Mylar prints and seven (7) paper copies of said Mylar prints. All such prints and copies of the Plan will be signed by Developer and duly acknowledged by a raised notary seal affixed. All prints and copies acknowledged by a corporation will have the raised corporate seal affixed. These prints and copies shall also have affixed thereto an imprint placed by Developer's engineer. Upon approval by Township, the Plan shall be signed by the Plumstead Township Board of Supervisors. Said Plan and this Agreement, or a memorandum thereof, shall be recorded in the Office of the Bucks County Recorder of Deeds at the expense of Developer, if the same has not already been done.

## III. AS-BUILT PLANS TO BE PROVIDED TO TOWNSHIP

Developer agrees to provide Township with a full and complete set of "as-built" drawings, prior to the acceptance of the dedication of any of the streets as set forth on the Plan or under this Agreement. These "as-built" drawings shall be provided in both hardcopy and electronically in an AutoCAD compatible form upon compact disks/CD-ROMS. Said "as-built" drawings shall show the location of all utility lines, facilities, service connections, and anything else reasonably required by Township. All street descriptions shall be to the centerline with the proper public road easement. All easements, declarations, homeowner's association documents, management plans, and Deeds of Dedication shall be to the approval of the Township Solicitor.

#### IV. CONSTRUCTION PLANS

Developer agrees to provide Township with three (3) full sets of construction, mechanical, and utility plans for this Project and agrees that no permits will be issued until this provision is fully met.

## V. DEEDS OF DEDICATION - STREETS, EASEMENTS AND OTHER IMPROVEMENTS

Before commencing any work under the terms of this Agreement and before any permits shall be issued by Township, Developer shall execute and deliver to Township all Deeds of Dedication for all streets, all easements and declarations, all management plans, and any other document related to the review, approval, construction, maintenance, and/or management of the Project, all in the respective form prepared by the Township Solicitor. Said Deeds, declarations, easements, and other documents, if applicable, shall be in recordable form and shall be held by Township and not recorded until Township has certified the completion of the Improvements and has accepted the Offer of Dedication at a public meeting. Further, Developer shall provide Township with duly executed releases of mortgage and other liens and encumbrances to the

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effect that Township shall have title to said streets, open space areas, recreation areas, and easements, free and clear of all liens and encumbrances.

Developer shall furnish to Township, at its own expense, a commitment for title insurance issued by a title insurance company acceptable to Township, indicating that the areas to be conveyed, dedicated, or eased are free and clear of all encumbrances, restrictions, easements, or covenants of any nature which may interfere with Township's ownership and use of such areas or which would result in any financial hardship to Township. Such commitment and title insurance policy to be issued to Township shall be in an amount satisfactory to Township and shall be paid for by Developer. Developer shall also be entirely responsible for any transfer tax which may be assessed upon the transfer of any property interest to Township.

Acceptance of dedication by the Township of any roadways, right-of-ways, and/or stormwater facilities shall in no way act as an assignment, acceptance or consent to assume the liabilities and responsibilities of Developer in regards to or pursuant to or under any Pennsylvania Department of Transportation Highway Occupancy Permit or Highway Occupancy Permit Condition Statement.

#### VI. DEVELOPER TO EMPLOY AN APPROVED REGISTERED PROFESSIONAL ENGINEER

Developer agrees that all construction shall be conducted and completed under the supervision of Developer's registered professional engineer and subject to inspection by Township. Developer's professional engineer shall submit a certification of the work prior to any acceptance by Township. The name and address of Developer's registered professional engineer shall be submitted to Township simultaneously with the execution of this Agreement. Nothing herein shall prevent Developer from subsequently employing different registered

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professional engineers, provided the name and address of said engineers are promptly submitted to Township and that the terms of this Agreement are complied with in every respect.

If Developer does not employ an approved registered professional engineer, whose name has been submitted to Township in accordance with the terms of this Agreement, then Township shall be in sole control of this Project and all approvals shall remain in the Township Engineer's control absolutely. The Township Engineer shall make all inspections at the expense of Developer; will issue any and all certificates required herein at the expense of Developer; and in the event that work is to be performed by the Township Engineer in the form of plans or specifications, the same shall be billed to Developer accordingly.

#### VII. PUBLIC UTILITIES

The Property is already serviced by utilities and no additional; utility capacity will be required for the Project.

# VIII. DEVELOPER'S AGREEMENT TO COMPLETE IMPROVEMENTS

Developer agrees that all construction shall be completed in accordance with this Agreement and the Plan. Developer shall, at its own expense, construct, install, and complete all of the Improvements as indicated on the Plan and required under this Agreement. An estimate of the cost of completing the Improvements, as approved by Township, is attached hereto and incorporated herein as *Exhibit "A"*. The aforesaid costs set forth in *Exhibit "A"* are estimates of the costs to complete the Improvements. Developer agrees that it will complete the Improvements, at Developer's expense, regardless of what the costs will be.

Developer further agrees that it shall pay all costs for the completion of this Project in accordance with this Agreement regardless of what these costs might be, including, but not limited to, the payment of expenses, legal and engineering fees, and any other expenditures

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incurred by Township for the completion of the approval of the Plan; preparation of the Agreement, Resolution, and other papers relating to the acceptance of this Agreement by Township; and inspection and monitoring of the construction of the Project. In the event that any such costs have been omitted from *Exhibit "A"*, such costs shall still be the obligation of Developer to pay, in accordance with good engineering practice.

Developer acknowledges and agrees that no Building Permits will be issued by Township for work on this Project until the estimated costs of the Improvements have been approved by Township, incorporated herein, and an adequate Irrevocable Letter of Credit is issued by Developer's Banker/Lender to guarantee the proper construction of the Improvements. Furthermore, Developer acknowledges and agrees that no Building Permits will be issued by Township for work on this Project until Developer has received final approval for its Sewer Planning Module and/or Act 537 Update regarding the Project from the Pennsylvania Department of Environmental Protection, if applicable.

#### IX. FINANCIAL SECURITY

Developer and Township agree that an Irrevocable Letter of Credit (hereinafter referred to as "*LOC*") from TD Bank, (hereinafter referred to as "*Issuer*") shall be provided in the amount of Two Hundred Eleven Thousand Four Hundred Two Dollars and Forty Cents (\$211,402.40) in Township's name for the express purpose of guaranteeing Developer's obligations under this Agreement and associated documents, including, but not limited to, the attached Exhibit, the Plan, and the Contract for Professional Services, to construct the Improvements as shown on the Plan and as required by this Agreement and the Township's Ordinances and Resolutions. As such, this LOC constitutes Financial Security for Township. Developer agrees that said LOC shall be extended in time as needed to complete the Improvements as described upon the Plan and within this Agreement. The terms and conditions of the LOC are incorporated herein, made a part hereof, and agreed to by Developer and Township. No Building Permits will be issued for any construction until the LOC is provided.

The Township may periodically authorize Issuer to reduce the amount of the aforesaid LOC by delivering an authorization voucher signed by the Township Secretary to the Issuer. In no event, however, will funds in excess of ninety percent (90%) of the original account be released except as hereinafter provided upon completion and Township acceptance of the Improvements.

Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement, Township shall have the right and privilege to make demand upon Issuer for full payment of the LOC or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by Issuer shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Issuer shall be used to cure the announced default and the resulting expenses incurred thereby, including, but not limited to, engineering fees, attorneys' fees, construction or demolition costs, and repair costs. The remaining balance of said payment, if any, shall then be deposited in a separate, Township held, escrow fund.

Developer acknowledges that the amount of Financial Security required by Township to secure the completion of construction of the Improvements shall increase on an annual basis by an additional ten percent (10%). The first such increase shall occur on the January 1<sup>st</sup> following the first anniversary date of this Agreement and shall occur annually on every January 1<sup>st</sup> thereafter. The monies necessary to cover each increase shall be deposited, secured, or arranged for by Developer on or before January 31<sup>st</sup> of the same year. The increased required amount of

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Financial Security shall equal one hundred ten percent (110%) of the cost of completing the remaining required Improvements as of December 31<sup>st</sup> of the preceding year, such estimated cost of completion shall be subject to review and approved by the Township.

After all of the Improvements have been constructed and approved pursuant to this Agreement and the Plan, Township may authorize Issuer to reduce the amount of the LOC to fifteen percent (15%) of the original amount of the LOC (said sum to be hereinafter referred to as "*Retainage*"). Retainage shall be held for a period of eighteen (18) months from official approval and/or acceptance by Township of the Improvements (said period of time to be hereinafter referred to as the "*Maintenance Period*"). Retainage may also be provided in the form of a maintenance bond or other financial security, if such form is formally accepted by Township. Upon certification by the Township Engineer as to the successful completion of the Maintenance Period and that the construction, structural integrity, functioning, and repair of the Improvements is in accordance with this Agreement and with the design and specifications as depicted upon the Plan, Township shall authorize Issuer to release the balance of the Retainage.

The purpose of Retainage is to guarantee the construction, structural integrity, good working order, and repair of the Improvements for the Maintenance Period and to pay any professional consultants' fees, including but not limited to engineer and attorneys' fees, incurred by the Township related to the Project during the Maintenance Period. Developer hereby agrees if Township determines that Developer has defaulted upon any obligation under this Agreement during the Maintenance Period, Township shall have the right and privilege to make demand upon Issuer for full payment of the Retainage or any part thereof. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation. Payment to Township by Issuer shall not require any affirmative declaration by Township concerning the validity of the announced default, and Developer does hereby authorize said payment. Any such payment made by Issuer shall be used to cure the announced default and the resulting expenses incurred thereby, including, but not limited to, engineering fees, attorney's fees, construction or demolition costs, and repair costs. The remaining balance of said payment, if any, shall then be deposited in a separate, Township held, escrow fund to be returned to Developer upon successful completion of the Maintenance Period.

#### X. INDEMNIFICATION

Developer agrees to defend, indemnify, and hold harmless Township, Township officials, Township employees, Township agents, and Township professionals and their respective agents and employees from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from (a) the construction of the Project; (b) the approval of the Improvements or the Plan; (c) the rough grading and final grading of the Property or any other lands for the Project; or (d) any water or storm drainage runoff from the Property. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the construction of the Project. In the event a third party, their agents, servants, employees, heirs, assigns, or grantees institute any legal action whatsoever against Township, its officials, employees, agents, and professionals, including the Township Engineer and the Township Solicitor, arising in any way out of the Project, Developer hereby agrees to pay any and all attorneys fees, engineering fees, court costs, and/or any other fees, costs, or expenses incurred by Township and its officials, employees, servants, agents, and professionals.

#### XI. INSURANCE

Developer agrees to maintain as to this Project, policies of liability insurance in full force and effect during the life of this Agreement expressly naming Plumstead Township; the Plumstead Township Board of Supervisors individually, while acting on Township business; the Township Engineer; and all Township personnel as additional insureds. These policies shall be provided by an insurance company that is rated "A" or better by the A. M. Best Company. The premiums for said insurance shall be paid in advance for the entire period covered by said insurance, and written proof of said payment shall be provided to the Township. Each of the following types of policies shall be maintained, and they shall provide the following coverage:

a. <u>General Liability</u> - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, a combined coverage of One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The general liability insurance shall, at a minimum, include the following endorsements: (1) Comprehensive Form; (2) Premises Operations; (3) Explosion and Collapsed Hazard; (4) Underground Hazard; (5) Products/Completed Operations Hazard; (6) Contractual Insurance; (7) Broad Form Property Damage; and (8) Independent Contractors.

b. <u>Automobile Liability</u> - Coverage for personal injury in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and property damage coverage in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and in the aggregate. In the alternative, combined coverage of One Million

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Dollars (\$1,000,000.00) per personal injury and property damage per occurrence and One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the aggregate may be provided. The Automobile Liability Policy shall, at minimum, include the following endorsements: (1) Comprehensive Form; (2) Owned; (3) Hired; and (4) Non-Owned.

c. <u>Excess Liability</u> - Coverage shall include an umbrella form endorsement insuring against any excess liability with an additional One Million Dollars (\$1,000,000.00) coverage per occurrence and in the aggregate for personal injury and property damage combined.

d. <u>Workmen's Compensation</u> - Coverage as is required by the Commonwealth of Pennsylvania. Said coverage may be obtained either by Developer or through Developer's contractor.

Developer agrees that no construction shall commence until the Township Solicitor has reviewed and issued an opinion of approval on the Policies of Insurance or Certificates indicating Policies to be issued and in full force and effect before construction commencement. Developer further warrants that said insurance coverage shall not be altered, modified, or canceled until dedication of the Improvements has been officially accepted by Township or by the express written consent of Township.

#### XII. SUBCONTRACTORS AND MATERIALS

Developer shall contract work on the Improvements only to recognized and established subcontractors. Prior to the commencement of any work, Developer shall submit to the Township Engineer for his approval, the names and addresses of all subcontractors performing any work hereunder and shall also submit to the Township Engineer for approval specifications of all materials being used. Developer agrees that in the event the Township Engineer rejects or disapproves of any of the material used in construction of the Project as defective, unsuitable, not

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first-class, or used/installed without the prior inspection as herein provided, then said rejected/disapproved material shall be removed and replaced with accepted/approved material, and the labor shall be done anew to the satisfaction and approval of the Township Engineer, all at the cost and expense of Developer.

Developer shall be responsible for the compliance of all its contractors, subcontractors, and suppliers with all applicable Federal, State, County, and Township statutes, ordinances, rules, and regulations, as well as this Agreement, as they may apply to the Project and/or any work being conducted upon the Property. Such compliance shall include, but not be limited to, the procurement of all necessary permits and licenses and the payment of all required contributions, fees, premiums, and taxes.

#### XIII. REMOVAL OF DEBRIS

Developer shall be responsible for the discarding of rubbish, debris, and other waste materials such as papers, cartons, and the like (whether discarded by Developer or others employed by it, by contractors/subcontractors, or by others engaged in the delivery of materials to the Project), and agrees to prevent the same from being deposited, either by being thrown or blown, upon land adjacent to or within the vicinity of the Project. All rubbish, debris, other waste materials, building materials, unused materials, tools, and equipment shall be removed promptly from the Property, and as work progresses, the Property shall be kept clean of any and all rubbish, debris, and other waste materials. Developer further agrees that all rubbish, debris, and other waste materials shall be disposed of in accordance with Pennsylvania Department of Environmental Protection regulations regarding handling, disposal, and storage of solid waste and hazardous waste materials. If Developer or any of its contractors, subcontractors, or suppliers fail to comply with any of these conditions, Township shall have the right to perform such cleaning of the Property and disposal of rubbish, debris, and other waste materials with its own employees or contractors and recover the cost of such service from the Financial Security.

Developer shall provide and maintain properly secluded sanitary conveniences in accordance with existing regulations of the Departments of Labor and Industry and Public Health for the use of workers and other visitors to the Property.

## XIV. SAFETY PRECAUTIONS

At all times prior to completion of the Project and the Maintenance Period, Developer shall have available twenty-four (24) hours a day, seven (7) days a week, two (2) separate individuals who may be contacted by Township in the event of any emergency requiring action or consent on the part of Developer. These Emergency Contacts shall have full power to authorize, direct, or consent to any required emergency action on the part of Developer, Township, any utility, any governmental agency, or any emergency service. The Emergency Contacts' names; addresses; and facsimile, telephone, mobile phone, and pager numbers shall be provided, in writing, to Township immediately following execution of this Agreement. Any change in an Emergency Contact's identity or information must be provided in writing to Township at least forty-eight (48) hours in advance of the change occurring, along with the date such change will take place. No permits shall be issued unless Township has current, up-to-date information regarding the Emergency Contacts.

To ensure the safety of the general public, Developer may be subject to periodic safety audits by Township. These audits may be conducted by Township employees, Township professionals, or an independent firm chosen by Township. The cost of any such audit shall be borne by Developer. Furthermore, all construction equipment shall be stored in a locked, enclosed area at the end of the work day, and materials left on site must be stored safely so as not to constitute a public nuisance.

#### XV. EROSION AND SEDIMENTATION CONTROL

No grading, excavating; removing or destruction of topsoil, trees, or other vegetative cover of any kind; nor any changes in the contours of the Property not shown on the Plan shall be made unless and until Township has issued a grading permit for the Project. All appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by Developer shall be installed and implemented prior to commencing any other work on the Project. Grading and/or clearing of ground shall not proceed for any portions of the Property on which soil and erosion control has not been fully installed. If Developer intends to clear lots on an individual basis, a grading permit for each lot upon which grading of any kind is proposed and/or necessary shall be applied for and issued by Township prior to work proceeding. Township's issuance of a grading permit in no way relieves Developer of its obligation to obtain any and all other permits which may be required by Township and/or other agencies having jurisdiction prior to the work proceeding.

No grading, excavating; removing or destruction of topsoil, trees, or other vegetative cover of any kind; nor any changes in the contours of the Property shall be made until such time as a plan for minimizing soil erosion and sedimentation (hereinafter referred to as the "E&S Plan") has been reviewed and approved by Township, the Bucks County Soil Conservation Service, and the Pennsylvania Department of Environmental Protection. Developer shall comply with the E&S Plan during the course of construction and shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania, even if measures exceeding those set forth on the E&S Plan, and/or the Plan must be employed, installed, and/or constructed. Developer further agrees to maintain control over dust or dirt

blowing off the Property in accordance with the rules, regulations, and procedures of the Bucks County Soil Conservation District.

Developer agrees to construct all drainage facilities, incidental drainage facilities, and grading improvements required by the Township Engineer or his authorized representative in accordance with the E&S Plan and/or the Plan. Township, however, is not bound by the preliminary engineering or the approval of the Plan or the E&S Plan. In the event that the Township Engineer finds, at any time, that additional drainage and/or grading is reasonably required or revisions are reasonably necessary, Developer, at its own expense, shall install such additional drainage work or make such corrections in the proposed drainage system or grading as is required by the Township Engineer. If at any time Developer fails to comply with the provisions of this Paragraph, Township shall have the right to refuse to issue any further Permits for the Project and to suspend or revoke any such Permits previously issued, until such time as Developer has complied with the directions of the Township Engineer to correct any drainage problems or do any additional drainage work.

All drainage facilities, incidental drainage facilities, and grading improvements required by the E&S Plan, and/or the Plan to be constructed by Developer on the Property or on the property of any third party shall be completed, inspected, and approved prior to the construction or erection of any structure that will create water run-off intended to be controlled by those facilities or grading improvements. The construction of such drainage facilities, incidental drainage facilities, and grading improvements shall be done simultaneously and in conjunction with construction of the other public improvements for the Project to ensure all of the Improvements are stabilized prior to the erection and construction of any structures. The temporary storage and stockpiling of topsoil/subsoil upon the Property shall be in accordance with the instructions of the Township Engineer and shall be done in such a manner so as to cause minimal inconvenience to residents living upon or adjacent to the Property with due regard given to health and safety considerations. Topsoil/subsoil unearthed for the construction of the Project shall be redistributed on-site at the direction of the Township Engineer. Any lot, open space area, recreation area, buffer, or other area disturbed by grading activities shall be restored with a minimum of ten inches (10"), plus or minus one-half inch (½"), of topsoil. The storage or berming locations of topsoil shall be approved by the Township Engineer prior to any topsoil being stored or stockpiled in those locations. No topsoil shall be removed from the Property without the express written permission of the Township Board of Supervisors.

All grading shall be conducted in accordance with the E&S Plan and the Plan, and all buildings shall be constructed at the elevation set forth on the E&S Plan and the Plan. Prior to framing any structure, Developer and its registered professional engineer shall certify that said structure is being constructed at the elevation set forth on the E&S Plan and the Plan.

## XVI. OBLIGATIONS OF DEVELOPER DURING CONSTRUCTION

All gas mains, water mains, sewage and drainage facilities, fire hydrants and service connections of any kind, which may be required, shall be laid in the beds of the streets and roads at Developer's costs before the paving of the same. Any existing street which has been disturbed by the construction shall be repaved by Developer to its full width at Developer's sole cost and expense. Such repaving shall extend ten feet (10') beyond all edges of said disturbance.

Developer hereby agrees to make the necessary arrangements for the relocation of utility poles at its expense as required by the Plan and the Township's approval thereof. For the purpose of formulating a schedule of work to coordinate the progress of the work contemplated

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in the immediate future, Developer agrees to meet with Township's Supervisors and representatives of the affected utility companies whenever requested by the Township Engineer.

All utility lines to be installed in or upon the Property shall be placed underground. Developer shall be obligated to locate all underground structures and utilities that may be encountered during the construction of the Project, including, but not limited to, water, steam, oil and gas mains and lines; and storm and sanitary sewers; and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To determine the location of these underground structures and utilities, Developer shall make arrangements with a representative of the owners of such underground structures or utilities to mark the locations thereof. Developer shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Developer shall be responsible for any and all damage to any underground structure or utility resulting from Developer's construction upon or development of the Property and shall immediately repair all such damage.

Developer shall not enter upon or occupy with men, tools, or material any private lands outside the Property, without prior written permission of the owners of such lands.

At all times during the construction of the Project, Developer shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to the general public and the use and enjoyment of their residences. During the course of the construction, Developer shall maintain such barricades, warning lights, and/or flares as are necessary to protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance, regardless of whether such street has yet to be dedicated to Township. All storm

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drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen feet (15') of any hydrant. All unfinished work in or upon a street shall be left in such a condition as to make the Property accessible at all points to police, fire, and other emergency apparatus.

Developer shall not permit its vehicles or the vehicles of its employees, contractors, subcontractors, or suppliers to deposit mud, stones, or other debris onto the existing public streets of Township. Developer shall be responsible for immediately removing any such deposits. In the event that such deposits are not removed within twenty-four (24) hours of receipt of written notice from Township to do so, Township shall have the right to remove such deposits using its own personnel or private contractors and to obtain reimbursement for the cost and related expenses, including, but not limited to, legal and engineering fees, of such removal from the Financial Security.

All traffic control and street signs shall be paid, furnished, and erected by Developer to the Pennsylvania Department of Transportation and Township specifications. All such signage shall be of a standard type approved by Township.

Except as specifically set forth on the Plan or otherwise specifically permitted by Township in writing, there shall be no construction, traffic, or work on any open space area. No dirt will be stockpiled on any open space area, and no stumps, roots, debris, or refuse will be buried in any open space area. Developer agrees to do any necessary cleanup of the open space whether or not such land is proposed to be dedicated to Township. No open space area shall be altered from its original condition. Planting shall be provided by Developer in accordance with the Subdivision and Land Development Ordinance and as directed by the Board of Supervisors.

All driveways leading to cartways shall be constructed by Developer in accordance with Township specifications, as directed by the Township Engineer.

If the Plan requires curbs, sidewalks, cartway widening or improvements, drainage improvements, street lights, and/or any other right-of-way improvement on or along any existing or proposed road, such right-of-way improvements shall be constructed/laid in accordance with Township specifications and any other applicable specification. No installation of blacktop or macadam on any roadway shall be permitted between November 14<sup>th</sup> and March 15<sup>th</sup> of any year without prior written approval of the Township Engineer.

No construction work or related activities shall take place after dusk or 7:00 p.m., whichever is earlier, or before dawn or 7:00 a.m., whichever is later, on any day of the week. Any construction work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting, hammering, etc., shall be prohibited prior to 8:00 a.m. or after 6:00 p.m. on weekdays and prohibited entirely on weekends and Federal holidays. Developer agrees to take whatever steps necessary to minimize any negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the construction of the Project has upon the surrounding neighborhood and shall ensure all construction activities will comply with the applicable Federal, State, County, and Township statutes, ordinances, rules, and regulations.

All Improvements shall be constructed, installed, placed, planted, and/or lain in accordance with the Plan, the E&S Plan, this Agreement, and all applicable specifications.

### XVII. BLASTING

Township has adopted the Uniform Construction Code of Pennsylvania (hereinafter referred to as the "UCC"), and the provisions thereof shall regulate blasting activities by Developer both on and off the Property. Where the terms of this Agreement exceed the requirements of the UCC, the terms of this Agreement shall control.

Before a Blasting Permit is requested, Developer shall meet with the Township Engineer to review all alternatives reasonably available in lieu of blasting. The Township Engineer shall report in writing to the Board of Supervisors at their next regularly scheduled public meeting concerning the results of this meeting. No Blasting Permit shall be issued prior to such written report being received and reviewed by the Board of Supervisors. Notice of the proposed blasting shall be prominently published in The Intelligencer newspaper two (2) times prior to any proposed blasting, with at least ten (10) days between each such publication. The first publication shall not be more than forty-five (45) days from the commencement of the blasting, and the second publication shall not be less than ten (10) days from the commencement of the blasting. The published notice shall state the location(s), purpose(s), date(s), time(s), and amount of blasting proposed to take place. Such publication shall be at Developer's sole expense, and Developer shall provide Township with proof of such publication prior to the issuance of a Blasting Permit.

As a condition for the issuance of a Blasting Permit, Developer shall provide insurance coverage specifically endorsed for blasting activities. Original policy(ies) of insurance that provide liability coverage for all blasting activities shall be forwarded to Township for review and approval prior to the issuance of the Blasting Permit. Such liability insurance shall be in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate with an excess liability or umbrella policy of at least Four Million

Dollars (\$4,000,000.00). The blasting insurance coverage may be provided by either Developer or its blasting contractor, so long as the minimum insurance coverage stated above is provided and the policy(ies) name Developer, Developer's contractors and subcontractors, Developer's blasting contractor, and Township as additional insureds.

Upon the request of an owner of any structure located within three hundred fifty feet (350') of the location of any blast, Developer, at its sole expense, shall perform a pre-blasting survey prior to the issuance of a Blasting Permit. This written survey shall list in detail any pre-existing damage to structures, as well as the existence of any drinking water wells, septic or private sewage disposal systems, pools, or any other structures that may be sensitive to blasting activities. A copy of this written survey shall be signed by Developer and provided to the owner at least five (5) days prior to the proposed blasting activity.

Developer shall provide at least fourteen (14) days prior written notice by first class mail, postage prepaid, to all persons residing upon or owning property located within one thousand feet (1,000') of the proposed blasting site(s). This written notice shall advise such residents and property owners when blasting is expected to begin; the anticipated duration of such blasting activities; and the name, address, and policy number of the insurance company providing coverage for such blasting activity. Proof of service of this notice to each resident/property owner shall be provided by Developer to Township as a condition for the issuance of a Blasting Permit.

Developer shall provide the Township's Engineer with a plan showing the location of blasting activity at least seven (7) days in advance of blasting. All blasts taking place within five hundred feet (500') of any structure shall be monitored by seismic instrumentation, and the results thereof shall be promptly provided to Township. All blasts shall be conducted in accordance with all applicable regulations of the Pennsylvania Department of Environmental Protection, and

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Developer shall provide copies of all blasting reports prepared for submission to the Pennsylvania Department of Environmental Protection to Township.

In the event any individual or entity makes a written claim for damage allegedly arising out of the blasting activities, Developer shall make contact with such individual or entity within fortyeight (48) hours of receiving notice of the claim, and thereafter Developer shall promptly notify its insurance carrier(s) providing blasting coverage for the claim with a copy of such written notification transmitted to the individual or entity by ordinary mail.

# XVIII. <u>MAINTENANCE OF IMPROVEMENTS AND DEVELOPER'S OBLIGATION AFTER</u> CONSTRUCTION

Developer acknowledges that all Improvements shall be constructed in accordance with the Plan, the E&S Plan, and this Agreement. Prior to approval of and/or acceptance of dedication of the Improvements by the Township and during the Maintenance Period, Developer shall be responsible for all maintenance of the Improvements, including, but not limited to, normal repairs and upkeep, lawn mowing, and snow and ice removal. Developer's obligation to repair, replace, and maintain the foregoing-described Improvements shall be deemed a covenant to run with the land and shall be binding upon Developer, its heirs, successors and assigns.

### XIX. TIME FOR COMPLETION

Developer acknowledges that the time for completion of the construction of the Improvements detailed on the Plan is twelve (12) months from the date of the execution of this Agreement. In the event that the Improvements are not completed by said date, Township may use the Financial Security provided for herein for the completion of said Improvements or may take such further action as set forth in this Agreement to guarantee said completion. The parties agree that time is of the essence.

# XX. REIMBURSEMENT FOR COSTS AND EXPENSES

Developer agrees to pay all reasonable bills and invoices for engineering, inspection, legal, and other professional services that Township incurs for such services for the time that the Engineer, Inspector, or other professional for Township is actually engaged as a result of the following: (1) review and approval of the Plan or the E&S Plan; (2) development of the Project in accordance with the terms of the Plan, or E&S Plan approval; (3) preparation of agreements, documents, deeds, easements, etc., incidental to the approved Plan; (4) monitoring, testing and inspecting of the work required of Developer under the approved Plan or E&S Plan; (5) preparation for and attendance at meetings relating to the Plan, E&S Plan, or Project; and (6) enforcement of the terms of this Agreement. In order to secure the obligation to reimbursement the Township of its' professional consultants' costs and fees, Developer shall place the sum of Seven Thousand Five Hundred Dollars (\$7,500) into the professional services escrow that the Developer has with Township, and said funds shall be held and from time-to-tome dispersed pursuant to the Professional Services Agreement between Developer and Township.

# XXI. INSPECTIONS AND CERTIFICATE OF OCCUPANCY

All work to be accomplished by Developer in the fulfillment of this Agreement is subject to inspection by Township, at Developer's expense. Developer shall notify Township at least twenty-four (24) hours (exclusive of Saturdays, Sundays and holidays) prior to the time when Developer proposes to commence work on any Improvement. Developer shall arrange in advance with Township for a schedule of inspections. Any construction which proceeds without at least twenty-four (24) hours advance notice (exclusive of Saturdays, Sundays and holidays) to Township shall be uncovered or made available for inspection by Township at Developer's expense and if found defective in any manner Developer will, at its cost, remove all materials from and redo all such work and not proceed further until Developer gives proper notice to Township. In the event that Township inspection is required on Saturdays, Sundays and/or holidays, Developer shall pay the expense of said inspection at one and one-half  $(1\frac{1}{2})$  the normal hourly rate charged by the Township Engineer as approved by Township.

No structure shall be occupied and no Certificate of Occupancy shall be issued until said structure and all of its appurtenances, including all sanitary sewer, storm sewer, roads, and any other improvements required by this Agreement have been completed, and inspected and approved by Township. All requirements applicable to said structure under this Agreement, the Plan, the E&S Plan, and any statute, ordinance, rule, or regulation must be complied with and all roads necessary for ingress and egress to said structure by its occupants and emergency vehicles must be completed up to and including the application of the binder course prior to the issuance of a Certificate of Occupancy. Furthermore, no structure shall be occupied until provisions have been made to prevent the discharge of surface waters from or onto that structure's lot, including, but not limited to, seeding or sodding. Developer shall also, prior to the issuance of any Certificate of Occupancy, install street signs and house numbers for the structure being occupied to enable the easy location and identification of said structure by emergency personnel.

Developer agrees that possession of any building unit encompassed by the Project shall not be delivered to any prospective purchaser and/or tenant until a written Certificate of Occupancy is issued by Township, which shall be issued within forty-eight (48) hours after the inspection and submission of the application, unless there is just cause for Township not to issue the same.

Township shall have the right to inspect any of the work being performed on the Property, at any time, to determine if the work has been and is being carried out in compliance with the Plan; the E&S Plan; the Township's approvals thereof; the applicable statutes, ordinances, rules, and/or regulations; and this Agreement.

### XXII. TOWNSHIP TO COMPLETE

In the event the work to be performed by Developer is not completed under the terms of this Agreement within the time specified in Paragraph XIX, known as "Time for Completion", Township, at its sole option, may perform the said work by its employees or by its designated contractors and shall receive as payment for the same all sums of money equal to the reasonable costs of such work from the Financial Security under the terms of this Agreement. Developer hereby agrees, upon written demand from Township through its Solicitor, to pay the same over to Township, without any further requirement in regards thereto, to reimburse Township for the reasonable cost of the hereinbefore-stated work and any other reasonable costs incurred by Township and owing to Township under the terms of this Agreement. In addition, Developer grants Township the right to enter any and all portions of the Property to install, construct, and maintain the Improvements.

If the Financial Security is insufficient to pay the cost of installing, maintaining or repairing all of the Improvements covered by this Agreement, Township may, at its option, install such Improvements in all or part of the Project and make demand upon Developer for the costs in excess of the Financial Security. If Developer refuses to cover the excess costs, Township may institute an appropriate legal or equitable action to recover from Developer the monies necessary to complete the remainder of the Improvements or, in the alternative, may place a lien on the Property for the amounts expended by Township to improve the Property and related expenses and costs as provided herein. In all cases, Developer shall be jointly and severably liable and responsible for one hundred percent (100%) of the costs of the installation, construction,

maintenance, and repair of the Improvements incurred by Township, plus all related expenses, including such reasonable attorneys' fees and engineering costs as may be incurred by Township in enforcing the provisions of this Agreement against Developer.

# XXIII. DISCLOSURE ORDINANCE

This Paragraph is intentionally deleted.

#### XXIV. REMEDIES AND WAIVER

If Township determines that a violation of the terms of this Agreement has occurred or is threatened, it shall give written notice to Developer of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with this Agreement, to restore the portion of the Property so injured to its prior condition in accordance with the Plan, the E&S Plan, and this Agreement. If Developer fails to cure the violation within fifteen (15) days after receipt of notice thereof from Township, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) day period, fails to begin curing such violation within the fifteen (15) day period, or fails to continue diligently to cure such violation until finally cured, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Township's remedies described in this Agreement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

If Township, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Township may pursue its remedies under this Paragraph without prior notice to Developer or without waiting for the

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period provided for cure to expire. Developer agrees that Township's remedies at law for any violation of the terms of this Agreement are inadequate and that Township shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Township may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Township shall be entitled to recover damages for violation of the terms of this Agreement, including, without limitation, damages for the loss of scenic, aesthetic or environmental values. All reasonable costs incurred by Township in enforcing the terms of this Agreement against Developer, including, without limitation, costs and expenses of suit, reasonable attorneys fees, and any costs of restoration necessitated by Developer's violation of the terms of this Agreement, shall be borne by Developer, if Township prevails. All reasonable costs incurred by Developer in defending a judicial enforcement action being brought by Township, including, without limitation, costs and expenses of suit and reasonable attorneys fees, shall be borne by Township, if Developer prevails.

Forbearance by Township to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Developer shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. Developer hereby waives any defense of laches, estoppel, or prescription. Nothing contained in this Agreement shall be construed to entitle Township to bring any action against Developer for any injury to or change in the Property resulting from causes beyond Developer's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

### XXV. EXTENT OF AGREEMENT

The parties agree that this Agreement contains all of the agreements between the parties and that there are no other agreements or representations made by either of them except for a Professional Services Contract which has been incorporated herein by reference. This Agreement and the accompanying Professional Services Contract set forth the entire understanding between the parties and any representations, oral or written, not contained therein, are without effect.

### XXVI. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only such provision shall be illegal, invalid, unenforceable, unconstitutional, or void and the remainder of this Agreement shall be in full force and effect.

# XXVII. THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.

#### XXVIII. ASSIGNMENT

Developer shall not assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of Township; provided, that an assignment may be made to the Lender/Bank holding the Financial Security for this Project, TD Bank, if and only if the Lender/Bank exercises its rights under collateral assignment and notifies Township of its intent to assume the obligations of Developer under this Agreement. Any attempt at assignment without the prior written consent of Township shall be null and void, not binding on Township, and the same shall constitute a default under this Agreement. It being understood by the parties hereto that the final approval of the Plan has been granted solely to Developer.

#### XXIX. SUCCESSORS AND ASSIGNS

This Agreement shall extend to and bind the successors and assigns of the respective parties hereto, as well as the parties hereunder.

### XXX. <u>GENDER</u>

The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

# XXXI. AMBIGUITY IN THIS AGREEMENT

If any ambiguity or ambiguities in this Agreement or any other Agreement between Township and Developer concerning the Project should be claimed by either Developer or Township, or if any court should determine that any ambiguity exists in this Agreement or in any other Agreement between Township and Developer relative to the Project, any such ambiguity shall be resolved in favor of Township and against Developer.

### XXXII. GOVERNING LAW

This Development Agreement and Contract for Professional Services shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and Ordinances of Plumstead Township. All the parties to this Agreement hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement or the Contract for Professional Services.

*IN WITNESS WHEREOF*, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and year first above written.

DEVELOPER:

CENTRAL BUCKS SCHOOL DISTRICT Emplutto / Serry President \_(SEAL) By:

ATTEST:

Sharon & Reiner Secretary

Approved by the proper action of the Board of Supervisors of Plumstead Township on the day of \_\_\_\_\_\_\_, A.D., 2016, at an official public meeting of the Township with a quorum present and voting, with the proper officers of the Township being directed to execute this Agreement and the Township Secretary or Assistant Secretary, being directed to note this action upon the minutes of said meeting.

TOWNSHIP:

PLUMSTEAD TOWNSHIP BOARD OF SUPERVISORS

Daniel Hilferty

Stacey Mulholland

Frank P. Froio

Nicholas Lykon

Brian Trymbiski

### (Acknowledgments)

COMMONWEALTH OF PENNSYLVANIA

: *SS*.

:

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COUNTY OF BUCKS

ON THIS <u>26</u> day of <u>April</u>, A.D., 2016, before me a Notary Public, personally appeared <u>Exploring</u>, **PRESIDENT**, **CENTRAL BUCKS SCHOOL DISTRICT.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained.

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

Indrea Di De Hauber (SEAL) Notary Public

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Andrea L. DiDio Hauber, Notary Public Doylestown Twp., Bucks County My Commission Expires March 1, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, A.D., 2016, before me a Notary Public, personally appeared *DANIEL HILFERTY, STACEY MULHOLLAND, FRANK P. FROIO, NICHOLAS LYKON and BRIAN TRYMBISKI*, who acknowledged that they are the Supervisors of Plumstead Township, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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: SS.

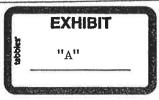
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

# Gayman Elementary School Opinion of Probable Cost Summary

1	ITEM	UNIT	QUANTITY	UN	IT PRICE		COST
1-2	Erosion & Sedimentation Control	. I Santa Santa		1.33	State State	ara anti-	840.00
	30" Reinforced Sill Fence	LF	283	\$	3.00	\$	849.00
	SIII Fence	LF	903	\$	2.50	\$	2,257.50
	Tree Protection Fence	LF	626	\$	2.00		1,252.00
	Construction Entrance	LS	1	\$	1,500.00	\$	525.00
	Inlet Protection	EA	5	\$	105.00	\$	800.00
	Erosion Control Mat (Scourstop)	LS	1	\$	800.00		600.00
G	BMP SNOUT	EA	2	\$	300.00	\$	2,000.00
н	Seed Temporary Topsoil Stockpiles / Disturbed Areas	SF	50,000	\$	0.04	\$	3,000.00
_	E&S Control Maintenance	LS	1	\$	3,000.00	\$	3,000.00
	****Erosion & Sedimentation Control SUBTOTAL****			-		\$	12,783.50
1.11	Stormwater Management Facilities	1	ti ov staladi	1222		10	ti sherte
		LS	1	\$	43,000.00	\$	43,000.00
_	Underground Stormwater Basin #1			1		\$	43,000.00
	BMP Subtotal:			-	10102		
		LS	1	\$	34,400.00	\$	34,400.00
8	Underground Stormwater Basin #2	10		1-		\$	34,400.00
	BMP Subtotal:						
с	Underground Stormwater Basin #3	LS	1	\$	7,600.00	\$	7,600.00
C	BMP Subtotal:					\$	7,600.00
-		-		1			
	Rain Gardens Gardens w/ Amended Soil	CY	445	\$	15.00	\$	6,675.00
		SF	3,987	\$	1.50	\$	5,980.50
2	Plantings/Seeding BMP Subtotal:			-		\$	12,655.50
				+			
	Storm Sewer	LF	75	\$	15.00	\$	1,125.00
	6" HDPE	LF	82	. \$	18.00	\$	1,476.00
-	8" HDPE	LF	219	\$	20.00	\$	4,380.00
_	12" HDPE	LS	- H	\$	2,500.00	\$	2,500.00
	Headwall	EA	4	\$	1,530.00	\$	6,120.0
_	Type 'C' Iniet	EA	1	\$	1,545.00	\$	1,545.0
_	Type "M' Inlet	EA	1	\$	1,500.00	\$	1,500.0
7						\$	18,646.0
	Storm Sewer Subtotal:			1			110 001 51
	****Stornwater Management Facilities SUBTOTAL****			+		\$	116,301.50
				_			an all an Ann Ione and
<b>n</b> 2	Landscape	999 (* 1943) 1997 (* 1943)				and in	
	New Landscaping Trees / Plantings - Labor & Materials						
A	Parking Lot trees	<b>E</b> A	1. 2 2 Jan	\$	400.00	) \$	800.0
1	Deciduous Tree	EA	- Aller Constraints		-70.00	\$	800.0
	Parking Lot Plantings SUBTOTAL		-				
в	Screening		-	2		1	
1	Plantings	EA	90	\$	150.00	_	13,500.0
	Screening Plantings SUBTOTAL			+		\$	13,500.0
	****Landscaping SUBTOTAL****			_		\$	14,300.0
v	Miscellaneous	ann annsa	<b>这一次时间的</b> 现在	980 (r)		2 <u>- 2 - 2 -</u> 2	
1.11.2			14	\$	2,500.0	0 \$	35,000.0
	1. T. L. M. P. T. do and a	EA	the second se	_			13,000.0
A:	Light Fixtures	10	1	2	13,000.0	012	10.000.0
A: B	ROW Paving - Full Depth and Overlay w/ Geogrid ROW Line Striping	LS	1	\$	the second se		499,0



SITE

1

3/18/2016

2014-06012

#### Gayman Elementary School Opinion of Probable Cost Summary

ITEM	UNIT	QUANTITY	UNIT PRICE	 COST
****Miscellaneous SUBTOTAL****				\$ 48,799.00
Total Construction Cost:				\$ 192,184.00
Contingency (10%)	LS	1	\$ 19,218	\$ 19,218.4
Total Site Improvement Cost:				\$ 211,402.40

The Opinion of Probable Cost is an engineering estimate made not by a professional construction cost estimator. The accuracy of the engineering estimate cannot be guaranteed.

2

Prepared By: Jonathan J. Reiss Esquire Grim, Biehn & Thatcher 104 South 6th Street, P.O. Box 215 Perkasie, PA 18944

Return To: Jonathan J. Reiss Esquire Grim, Biehn & Thatcher 104 South 6th Street, P.Q. Box 215 Perkasie, PA 18944

CPN # 34-011-143-001-001

### MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is executed concurrently with a Development Agreement entered into by and between the parties to this Memorandum on this day of \_\_\_\_\_\_\_, "A.D., 2016, the terms and conditions of which are incorporated in this Memorandum by reference, and both this Memorandum and the corresponding Development Agreement constitute an agreement by and between CENTRAL BUCKS SCHOOL DISTRICT, a Pennsylvania school district of the Second Class, with offices located at the Administrative Center, 16 Weldon Drive, Doylestown, PA 18901 ("Developer") and the TOWNSHIP OF PLUMSTEAD ("Township") relating to a tract of land identified as Bucks County Tax Parcel No. 34-011-143-001-001, and more fully described on a separate set of final subdivision and/or land development plans on record in the Township Office, and recorded at Instrument Number \_\_\_\_\_\_\_, said plans consisting of 14 sheets with the latest revision date of January 25, 2016, as prepared by Gilmore & Associates, Inc.,, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto.

THE DEVELOPMENT AGREEMENT sets forth time limits and standards for construction of public improvements, the need to post financial security to insure the installation of public improvements, the provisions for Township remedies in the event of a default on the part of the Developer, and numerous other provisions relating to the construction of a development on this Property.

THIS MEMORANDUM is intended for recording purposes and does not supersede, diminish, add to or change the terms of the aforesaid Development Agreement.

THE RECORDER OF DEEDS is requested to index the matter as follows:

Grantor: Central Bucks School District Grantee: Township of Plumstead

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

DEVELOPER:

Secretary

TOWNSHIP:

231	L BUCKS SC	12 1	
	pacaro	President	J

PLUMSTEAD TOWNSHIP BOARD OF SUPERVISORS

By:

By:

Daniel Hilferty, Chairman

### ACKNOWLEDGMENTS

# COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

, A.D., 2016, before me a Notary ON THIS \_ 24 day of \_ Public, personally appeared Elizabeth Darry, PRESIDENT, CENTRAL BUCKS SCHOOL DISTRICT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained.

: SS. \*

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Andrea L. DiDio Hauber, Notary Public Doylestown Twp:, Bucks County My Commission Expires March 1, 2020

MEMBER. PENNSYLVANIA ASSOCIATION OF NOTARIES

autoparts

Notary Public

2

# ACKNOWLEDGMENTS

# COMMONWEALTH OF PENNSYLVANIA

: SS.

#### COUNTY OF BUCKS

ON THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_, A.D., 2013, before me a Notary Public, personally appeared DANIEL HILFERTY, known to me (or satisfactorily proven) to be the Chairman of the Board of Supervisors of PLUMSTEAD TOWNSHIP, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

(SEAL)

Notary Public

Prepared By:	Jonathan J. Reiss Esquire
	Grim, Biehn & Thatcher
	104 South 6th Street, P.O. Box 215
	Perkasie, PA 18944

Return To: Jonathan J. Reiss Esquire Grim, Biehn & Thatcher 104 South 6th Street, P.O. Box 215 Perkasie, PA 18944

CPN # 34-011-143-001-001

# STANDARD STORMWATER FACILITIES MAINTENANCE AND MONITORING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016, by and between CENTRAL BUCKS SCHOOL DISTRICT, "), by merger successor in interest to Plumstead Township School District Authority, a Pennsylvania school district of the Second Class, with offices located at the Administrative Center, 16 Weldon Drive, Doylestown, PA 18901 (hereinafter the "Landowner"), and PLUMSTEAD TOWNSHIP, Bucks County; Pennsylvania, (hereinafter "Municipality");

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WITSEAS, the Landowner is the owner of certain real property (TMP #34-011-143-001-001) as recorded by deed in the land records of Bucks County, Pennsylvania, Deed Book 1522 at Page 0409, (hereinafter the "Property").

WITSEAS, the Landowner is proceeding to improve the parking lot on the Property; and

WITSEAS, the Post-Construction Stormwater Management Report dated September 29, 2016, last revised January 25, 2016, prepared by Gilmore & Associates, Inc., as may be amended (hereinafter the "Plan") for the property identified herein, as approved or to be approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WITSEAS, the Municipality and the Landowner, its successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site stormwater management facilities be constructed and maintained on the Property: and

WITSEAS, for the purposes of this agreement, the following definitions shall apply:

**BMP** - "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including, but not limited to, infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins.

WITSEAS, the Municipality requires, through the implementation of the Plan that stormwater management facilities BMPs as required by the Plan and Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, its successors and assigns.

**NOW**, **TITSEFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, and intending to be legally bound, the parties hereto agree as follows:

- 1. The BMPs shall be constructed by the Landowner, its successors and assigns, in accordance with the terms, conditions and specifications identified in the Plan.
- 2. The Property is required to have stormwater facilities. The Municipality may withhold a certificate of occupancy for any building if the stormwater facilities have not been constructed.
- 3. Landowner, therefore, hereby declares that the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms of this Declaration which shall run with the land and shall be binding on the Property and all parties having or acquiring any right, title or interest herein, or any part hereof and its successors and assigns. The building plans submitted to the Township shall depict the location of the stormwater facilities. Landowner shall be responsible for the proper maintenance and repair of the stormwater facilities located the Property.
- 4. The Landowner, its successors and assigns, shall operate and maintain the BMPs as shown on the Plan in good working condition, acceptable to the Municipality so that they are performing their design functions, and in accordance with the specific maintenance requirements noted on the Plan.
- 5. The Landowner, its successors and assigns, hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the facility was designed to control, and to inspect the stormwater management facilities whenever the Municipality deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Municipality shall give the Landowner, its successors and assigns, copies of the inspection report with findings and evaluations. At a minimum,

maintenance inspections shall be performed in accordance with the following schedule:

- Twelve (12) months after completion of the facility and acceptance by the Township,
- At least once every three (3) years hereafter, and
- During or immediately upon the cessation of a 100-year or greater precipitation event.
- 6. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Municipality.
- 7. By this document the Landowner conveys to the Municipality an easement and/or rights-of-way in perpetuity that runs with the land to ensure access for periodic inspections by the Municipality and maintenance, if required.
- 8. In the event the Landowner, its successors and assigns, fails to maintain the BMPs in good working condition acceptable to the Municipality, the Municipality may enter upon the Property and take such necessary and prudent action to maintain said stormwater management facilities and to charge the costs of the maintenance and/or repairs to the Landowner, its successors and assigns. This provision shall not be construed as to allow the Municipality to erect any structure of a permanent nature on the land of the Landowner, outside of any easement belonging to the Municipality. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
- 9. The Landowner, its successors and assigns, will perform maintenance in accordance with the maintenance schedule for the stormwater management facilities including sediment removal as outlined on the approved schedule and/or drainage plan.
- 10. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Landowner's or its successors' and assigns' failure to perform such work, the Landowner, its successors and assigns, shall reimburse the Municipality upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said 30-day period, the Municipality may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code.
- 11. The Landowner, its successors and assigns, shall indemnify the Municipality and its agents and employees against any and all damages, accidents, casualties, occurrences or claims that might arise or be asserted against the Municipality for the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner and its successors and assigns.

12. In the event a claim is asserted against the Municipality, its agents, or employees, the Municipality shall promptly notify the Landowner and its successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, its agents or employees shall be allowed, the Landowner and its successors and assigns shall pay all costs and expenses in connection herewith.

13. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Municipality may enter the property, if the Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify the Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. The Landowner shall reimburse the Municipality for its costs.

This Agreement shall be recorded among the land records of Bucks County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

# PLUMSTEAD TOWNSHIP

By:

(SEAL)

Daniel Hilferty, Chairman Board of Supervisors

ATTEST:

By:

By:

Nicholas Lykon, Secretary (SEAL)

For the Landowner:

**CENTRAL BUCKS SCHOOL DISTRICT** 

Elyplito Down President (SEAL)

ATTEST: Aharon X Reiner Secretary

# COMMONWEALTH OF PENNSYLVANIA : : SS. COUNTY OF BUCKS :

On this, the <u>26</u> day of <u>April</u>, 2016, before me, the undersigned notary public, personally appeared <u>Elizabeth Durg</u>, who acknowledged him/herself to be the President of the Board of the **CENTRAL BUCKS SCHOOL DISTRICT**, and that he as such President, being authorized to do so, did execute the foregoing instrument on behalf of Central Bucks School District for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Andrea L. DiDio Hauber, Notary Public Doylestown Twp., Bucks County My Commission Expires March 1, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ndrea Dride Hauber

NOTARY PUBLIC (Notarial Seal) 3/// My Commission Expires: 2000

### COMMONWEALTH OF PENNSYLVANIA : : SS. COUNTY OF BUCKS :

On this, the \_\_\_\_\_ day of \_\_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared **DANIEL HILFERTY**, who acknowledged himself to be the Chairman of the Board of Supervisors of **PLUMSTEAD TOWNSHIP**, and that he as such Chairman, being authorized to do so, did execute the foregoing instrument on behalf of Plumstead Township for the purposes therein contained.

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

NOTARY PUBLIC (Notarial Seal) My Commission Expires:

# **BARGAINING AGREEMENT**

### **BETWEEN THE**

# CENTRAL BUCKS BOARD OF SCHOOL DIRECTORS

AND

# CENTRAL BUCKS EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION ESPA/PSEA/NEA

July 1, 2016 to June 30, 2021

6.

# **BARGAINING UNIT AGREEMENT OF THE**

# **CENTRAL BUCKS**

# EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

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This Agreement is made and entered effective this 1<sup>st</sup> day of July, 2016, by and between the Central Bucks School District hereinafter referred to as the "Board" and the Central Bucks Educational Support Professional Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association."

### **ARTICLE I - RECOGNITION**

- Section 1. The Board recognizes the Association as the exclusive and sole bargaining representative for all employees scheduled to work at least twenty (20) hours per week for four (4) or more months who are employed in classifications as listed in Appendix A. "Supervisory" and "Confidential" employees, as defined by Act 195, are not included in this bargaining unit.
- Section 2. For the purpose of this Agreement the following definitions shall apply:
  - a. Full-time maintenance or custodial employee is one regularly scheduled to work forty (40) hours per week.
  - b. Part-time maintenance or custodial employee is one serving in less than a twelvemonth position and/or an employee regularly scheduled work less than forty (40) hours per week.
  - c. Full-time twelve-month clerical, secretarial employee, or safety and security monitor is one who is regularly scheduled to work thirty-seven and one-half (37<sup>1</sup>/<sub>2</sub>) hours or more per week on a year round basis. Full-time twelve-month computer specialist is one who is regularly scheduled to work forty (40) hours per week on a year round basis.
  - d. Part-time twelve-month clerical or secretarial employee is one who is regularly scheduled to work at least four (4) hours per day or twenty (20) hours per full work week on a year-round basis.
  - e. Full-time ten-month clerical or secretarial employee or staff nurse is one who is regularly scheduled to work up to seven and one-half (7 ½) or eight (8) (Staff Nurses) hours per day for at least 182, but up to 210; days each fiscal year.
  - f. Part-time ten-month computer specialist, clerical or secretarial employee is one who is regularly scheduled to work at least four (4) hours per day or twenty (20) hours per full work week for at least 182, up to 210, days each fiscal year.
  - g. Full-time security assistant, non-instructional educational assistant, educational assistant, personal care assistant and/or health room assistant is one who is regularly scheduled to work at least six (6) hours per day or thirty (30) hours per full work week and at least 960 hours when regular school is in full session for at least 182 days, up to 186 days per fiscal year.
  - h. Part-time non-instructional educational assistant, educational assistant, personal care assistant and/or health room assistant is one who is regularly scheduled to work each student day and one who works at least four (4) hours per day or twenty (20) hours per full work week when regular school is in

full session for at least 182 days, up to 186 days per fiscal year.

Section 3. Part-time employees serving in twelve month positions and regularly scheduled to work for thirty (30) or more hours per week shall be considered as full-time employees for salary and employee insurance benefits and shall receive pro rata paid leave benefits (e.g. sick leave, vacation, holidays, etc.).

# **ARTICLE II - MANAGEMENT RIGHTS**

- Section 1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction provided the exercise of this authority is not in conflict with the terms of this agreement.
- Section 2. The Board, in accordance with the Pennsylvania School Code, is vested, among other things, with the right to operate the District, to direct the working force, to select its personnel, to hire new employees, to assign work, to discharge employees for reasonable cause and to determine work schedules.
- Section 3. Consistent with Article VI, Section 2, Paragraph 4, if insufficient employees volunteer for overtime, the least senior person in the needed classification in a building will be required to work.

# **ARTICLE III - OBLIGATIONS**

- Section 1. Each party acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.
- Section 2. Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195 and the Fair Labor Standards Act.

### **ARTICLE IV - RIGHTS OF EMPLOYEES**

- Section 1. Just Cause
  - a. No employee who has completed the probationary period will be disciplined, discharged or reduced in rank or compensation without just cause.
  - b. The Employer shall have the right to publish and enforce rules and regulations concerning discipline and safety. The Association or affected employee may process discipline through the grievance procedure.

### Section 2. Disciplinary Conference

In the event it becomes necessary to hold a disciplinary conference, the employee shall be apprised of the nature of such conference and shall be entitled to be accompanied by and receive advice from an Association representative or such other person the employee may select, if requested. Should a conference called for another purpose become disciplinary in nature, the employee shall have the right to leave such conference and seek counsel as indicated above. Section 3. Suspension Pay

All earnings for the period up to the suspension and/or dismissal shall be paid on the next pay date. In the event an employee who has been suspended or dismissed is found not guilty of all charges, or if all the charges are dismissed, the employee shall receive payment for the difference between wages lost due to the suspension or dismissal and wages earned in other employment during such period, if less.

### Section 4. Employee File

- a. Except for information pertaining to initial employments, the employee shall have the right, upon reasonable advance notice, to review the contents of his/her employee file and to copy material therein. An employee shall be entitled to have a representative accompany him during such review.
- b. No material derogatory to any employee's conduct, service, character, or personality shall be placed in his/her employee file unless the employee is actually given a copy or is given an opportunity to review such material. The employee shall have the opportunity to sign the copy placed in the file. Such signature is not an admission of wrongdoing. If the employee refuses to sign, it will be noted on the copy.

### ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- Section 1. Membership Dues Deduction
  - a. Deductions from Salary The Board agrees to deduct from the salaries of members of the local Central Bucks Educational Support Professional Association Association, if said members authorize, and to transmit monies as deducted by check promptly to the Central Bucks Educational Support Professional Association, ESPA/PSEA/NEA. Such deductions shall be in equal semimonthly amounts. No such payroll deductions may be made from the pay of any member of the bargaining unit unless a Payroll Deduction Authorization Card has been filed with the District.

### PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize semimonthly deductions from my pay for dues for the ESPA/PSEA/NEA. This authorization will remain in effect unless canceled in writing.

Date

Signature

b. The Association will provide the Board with the list of those members who have authorized the Board to deduct dues for the Association within twenty (20) days following the execution of this agreement. Dues deductions shall begin at the earliest possible date after said list is received. Section 2. Maintenance of Membership

The parties agree that all employees who are under Act 195, and who are duespaying members of the Association, shall as of the signature date of this Agreement, be subject to Article III, subsection 18 of the Public Employee Relations Act (Maintenance of Membership) providing that: All employees who have joined the Association or who join the Association in the future must remain members for the duration of this Agreement; however, any such employee or employees may resign from the Association during a period fifteen (15) days prior to the expiration of this Agreement.

### Section 3. Information

The Board agrees to furnish the Association in response to reasonable request, from time to time, employee data such as salary rates, work experience, age, etc. No such request shall be unreasonable denied.

Section 4. Inter-Office Main Facilities

The Board shall not permit any organization that is challenging the Association as the exclusive bargaining agent pursuant to Act 195 to use any of the District's mail distribution facilities.

Section 5. Released Time for Association

The Association shall be granted one (1) day for every ten (10) members of the Association each contract year for the purpose of attending to Association business.

Whenever any representative of the Association or any employee participates during working hours in negotiation, grievance proceedings, conferences or meetings related to the administration of this Agreement he/she shall suffer no loss in pay when such meetings are scheduled by his/her employer.

### Section 6. Fair Share

- a. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by the Fair Share Act of 1988.
- b. The District and the Association agree to comply with all provisions of said law.
- c. The Association agrees to extend to all employees covered by this agreement an opportunity to join the Association.
- d. If any legal action is brought against the Central Bucks School District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it and agrees to cooperate fully with the Association in the defense of the case.

e. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as the result of any willful misconduct by the School District or as the result of the School District's failure to properly perform its obligation under this article.

# ARTICLE VI - HOURS OF WORK AND OVERTIME

### Section 1. Work Week

- a. A twelve-month clerical or secretarial employee's regular work week shall consist of five (5) consecutive days not exceeding seven and one-half (7½) hours with scheduled starting and quitting times. A twelve-month computer specialist's regular work week shall consist of five (5) consecutive days not exceeding eight (8) hours with scheduled starting and quitting times. During summer months, said employees shall have a one-half (½) hour unpaid lunch. Summer hours begin the first workday after the last day of school and end the day of new teacher orientation in August.
- b. A ten-month clerical or secretarial employee's regular work week shall not exceed five (5) consecutive days. The regular work day for ten-month clerical and secretarial employees shall not exceed seven and one-half  $(7\frac{1}{2})$  hours with scheduled starting and quitting times. During summer months, said employees shall have a one-half  $(\frac{1}{2})$  hour unpaid lunch.
- c. Full-time educational assistants shall be scheduled to work at least six (6) and not more than seven and one-half (7½) hours on each student day and shall be scheduled to work at least nine hundred sixty (960) hours per year.
- d. Maintenance or custodial employee's regular work week shall consist of five (5) consecutive days, with a scheduled starting and ending time.
- e. A staff nurse, when authorized, may work one day prior to the beginning of school to prepare the building. The employee will receive compensatory time for such work.

# Section 2. Overtime

- a. Secretarial / Clerical / Educational Assistants / Computer Specialists / Safety and Security Monitors
  - 1. Prior approval of the employee's designated supervisor and the Superintendent or his/her designee is required for all overtime.
  - 2. An employee shall be compensated at one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) hours during any work week.
  - 3. An employee shall be compensated at the straight pay hourly rate for all

hours worked beyond thirty-seven and one-half  $(37\frac{1}{2})$  hours during the work week, but less than forty (40) hours during the work week.

- 4. Time off for authorized leave shall be counted as hours worked for the purpose of calculating overtime.
- b. Maintenance/Custodial Overtime
  - 1. Except as indicated in other sections of this article, time and one-half shall be paid for all hours worked in excess of forty (40) hours per week and for all hours worked in excess of eight (8) hours per day. Time off for authorized paid leave shall be counted as hours worked for purposes of calculating overtime pay.
  - 2. Notwithstanding the above, should the employee be scheduled and agree to a work week of four (4) ten (10) hour days, employees will be paid time and one-half for all hours worked in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week.
  - 3. Overtime work on Sunday shall be paid at double time.
  - 4. All work performed on District-designated holidays when school is closed shall be paid at double time, in addition to holiday pay specified in Article VII, Section 2(c).
  - 5. All work performed on a District-designated holiday when school is open shall be paid at straight time, in addition to holiday pay specified in Article VII, Section 2(c).
  - 6. If an employee is scheduled to work overtime on a weekend or holiday and calls out sick the Friday before the weekend or the day before the holiday, he shall be replaced for the weekend or holiday overtime.
  - 7. An employee who is called to work for non-scheduled emergency overtime shall be paid for a minimum of three (3) hours at the appropriate overtime rate provided that such emergency overtime work commences thirty (30) minutes or more after the end of the employee's scheduled work day and three (3) hours or more before the scheduled work day. An employee who is scheduled for a building check will be paid for a minimum of two hours at the appropriate overtime rate.
  - 8. Overtime shall be offered within a building according to seniority on a rotation basis. A record shall be maintained by the head custodian of all overtime worked or refused. A refusal by an employee shall cause the employee to move to the bottom of the overtime list. If coverage is not available within the building, overtime shall be offered to employees from the District seniority list by the custodial supervisor.
  - 9. Part-time summer employees shall not be entitled to overtime work unless all other regular full-time District employees have refused overtime work. Overtime shall be offered in accordance with the provisions of Section 2, Subsection b-5 of this Article.

When three (3) or more outside groups use different parts of a school building and the activities of each group overlap by 2 hours or more, the District will schedule a second custodian.

- Section 3. Meal Period Except for an emergency, an employee shall be entitled to an uninterrupted meal period without pay scheduled by the employee with his/her supervisor's approval.
- Section 4. Rest Period A rest period of twenty (20) minutes per day shall be provided at each work location scheduled by the employee with his/her supervisor's approval.

Section 5. In-Service –

### 1. <u>TRAINING</u>

- a. Full-time and 29+ hour IA's, PCA's and Transportation Assistants will be offered, on certain Teacher In-Service Days to be scheduled by the District, a total of ten (10) hours of required, paid, in-service training, which ten (10) hours shall be applied towards their licensing requirements. Each program will be offered on a minimum of two (2) in-service days. Staff will be required to complete the programs offered. In-service Programs will be developed with input from Association representatives and other training entities selected by the District as needed for the Group in question.
- b. Nurses will be provided fifteen (15) paid hours of in-service training, which will be provided on certain Teacher in-service days. Attendance will be required. Said Program shall count towards Nurses' thirty (30) hours of continuing education required for licensing.
- c. Full-time, twelve (12) month employees will be provided ten (10) paid hours of in-service training each year. Said training shall be developed, based upon classifications, to address safety, technology and other relevant issues.
- d. Beginning in 2017, during the summer months, the District will provide a ten (10) hour training program for Certified Aides to apply towards their Act 48 requirements.

Participation will be voluntary and shall not be paid for attending. Should an insufficient number of Aides sign up in advance of the summer sessions, the program may be cancelled.

# ARTICLE VII - VACATIONS AND HOLIDAYS

Section 1. This vacation plan provides twelve-month employees paid time off in accordance with the length of service as a twelve-month employee. The vacation year is the fiscal year, July 1 - June 30. Vacation entitlements are earned during the fiscal year and are awarded on the first day of the seventh (7th) month of employment. a. The vacation entitlement for post 1996 employees shall be based on the following schedule: A part-time twelve-month employee shall be entitled to prorated vacation.

Continuous Service by	Dut loss that	Entitlement		
July 1 of at least	But less than	Entitlement		
1 Month	1 Year	5/6 of a day per month to a maximum of 10 days.		
1 Year	5 Years	10 Days		
5 Years		11 Days		
6 Years		12 Days		
7 Years		13 Days		
8 Years		14 Days		
9 Years		15 Days		
15 Years or More		20 Days		

Any employee who as of June 30, 1996, has earned 25 days' vacation shall continue to be provided by the District with 25 days' vacation for the life of this agreement. No additional personnel shall be entitled to earn 25 days of vacation in a year. Employees hired prior to 11/1/96 will continue to earn vacation days as follows: At least 10 years = 16 days; at least 11 years = 17 days; at least 12 years = 18 days and 13 or more years = 20 days.

- b. Employees will receive their regular straight-time daily rate for approved vacation time off.
- c. Vacation time may be taken any time during the fiscal year, July through June, subject to the prior approval of at least seven (7) calendar days by the employee's designated supervisor. A vacation request of one (1) day will not require the seven (7) day notice but will necessitate supervisor approval. Voice mail messages will not constitute approval.
- d. An employee who has not been in full pay status for the entire preceding fiscal year shall receive a prorated vacation entitlement.
- e. Holidays which fall within the approved vacation period shall not be considered part of the vacation.
- f. An assistant or part-time employee who is promoted to a full-time twelve month position shall receive one (1) year of credit toward vacation entitlement for each two years of service with the District to a maximum of ten (10) vacation days. Days will become available on the first day of the month following 30 days of service as a 12-month employee.

g. In order to receive payment for unused vacation days, an employee who retires or resigns must provide the Board with written notification of termination at least 15 working days prior to the effective date of such termination. In the event of death, an employee's beneficiary will receive payment for all unused vacation days.

# Section 2. Holidays

- a. Twelve-month full-time employees shall be entitled to twelve (12) paid holidays during the fiscal year. The holiday schedule shall be developed by the Board. Employees shall be notified of the holiday schedule prior to the start of each fiscal year.
- b. Twelve-month clerical or secretarial employees shall be required to work two (2) days between Christmas and New Year's Day. The other normal work days between Christmas and New Year's Day shall be additional holidays with pay. Subject to the approval of the principal or designated supervisor, employees will be permitted to use a vacation day or a floating holiday for the current fiscal year for the required work days between Christmas and New Year's Day.
- c. Twelve-month, full-time employees will receive one (1) day's pay for a designated holiday except that if school is open on a District-designated holiday, employees may opt in writing to take a floating holiday in place of the holiday pay.
- d. Employees who work on a holiday shall be paid for the hours worked if scheduled per Article VI, b.2.

# ARTICLE VIII- LEAVES OF ABSENCE

# Section 1. Unpaid Leaves

An employee shall be entitled to request an unpaid leave of absence for a period not to exceed one (1) year. The Board shall carefully consider all such requests and shall not unreasonably deny such requests. An employee on authorized leave of absence without pay shall not be considered to be active employee of the school District and shall not be entitled to any benefits granted active employees. During an unpaid leave, the employee may retain benefits at group rates or group equivalent rates at the employee's expense provided the carrier or service provider so agrees.

### Section 2. Return from Leave

- a. Upon return to active employment immediately upon the expiration of the authorized leave of absence, seniority, accumulated sick leave and full participation in all of the benefits of employment shall be restored to said employee.
- b. An employee who does not return from an authorized leave of absence upon expiration of said leave, shall be determined to have resigned as of the date such

authorized leave commenced.

- Section 3. Leave for Urgent Reasons
  - a. Employees may use up to five (5) days of sick leave per year for the following urgent reasons. Requests must be made on a District form and must be submitted to the employee's immediate supervisor at the earliest possible date.
    - 1. Sudden illness of child at home
    - 2. Family needs for medical attention
    - 3. Family funeral where distance or circumstances make it impossible to complete arrangements under bereavement leave provision
    - 4. Settlement on properties up to one-half day as may be required
    - 5. Legal activities which cannot be handled at other times
  - b. Permission to utilize additional sick leave for urgent personal reasons may be granted by the superintendent at his discretion.

# Section 4. Personal Leave

Each full-time employee shall receive two (2) personal business leave days per year.

Each full-time employee may carry forward into the ensuing fiscal year up to four (4) days of earned but unused personal leave. If an employee earns personal leave which would bring his/her total to above four (4), all such days in excess of four (4) shall be converted to a cash payment at the per diem rate not to exceed \$100 per day. Such payment shall be made within thirty (30) days of the start of the fiscal year.

Employees may cash in unused personal days at their per diem rate not to exceed \$100 per day. The District will implement a procedure for employees to exercise this option.

Employees terminating their employment and who notify the District fifteen (15) working days prior to their termination shall receive their per diem rate not to exceed \$100 per day for all unused personal business days. Such payment shall be made within thirty (30) days following their date of termination.

The use of personal business day(s) shall be requested by the employee on a District form that must be submitted at least one week prior to the requested date(s) of absence. However, a late request shall not be unreasonably denied.

The District may deny a request for a workday immediately preceding or following a holiday. The Superintendent or his/her designee's denial of a personal day request for any of these reasons shall not be subject to the grievance procedure, but may be a subject of "Meet and Discuss."

In addition, the District approval of a personal day request assumes sufficient District coverage remains. In such circumstances, the District will not unreasonably deny a request. Should a request be denied because of insufficient District coverage, the denial may be reviewed by the Director of Human Resources whose decision will be final.

Section 5. Jury Duty

For satisfying the legal requirement of service on jury duty, the District will pay to full and part-time employees the difference between compensation gained as a juror (not including travel and meal expense allowance) and the regular straight-time pay for the time actually lost from regularly scheduled work.

- Section 6. Bereavement Leave
  - a. Absence with pay will be granted at the employee's regular straight-time rate for actual time lost from regularly scheduled work for up to three (3) days required as a result of the death of any of the following legal relatives: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, grandchild, or any relative who resides in the same household.
  - b. Absence with pay will be granted at the employee's regular straight-time rate for actual time lost from regularly scheduled work for up to one (l) day for the purpose of attending the funeral of a cousin, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

### Section 7. Partial Day Leave

- a. Employees shall be entitled to use paid leave time in hourly increments according to partial day leave rules.
- Section 8. The District will provide one (1) personal day for employees scheduled to work between twenty-five (25) and twenty-nine and nine-tenths (29.9) hours per week.

# ARTICLE IX - EMPLOYEE INSURANCE

During the term of this Agreement, employees regularly scheduled to work at least thirty (30) hours per week or more when regular school is in full session shall be eligible to participate in the following employee benefit programs.

Section 1. Effective October 1, 2016 and annually thereafter, the District and the Association agree to jointly request that the Consortium provide the District and the Association with projected information as to whether or not any of the health benefit plans offered by the Consortium would be projected to incur or actually incur an excise tax, tax, or penalty, as the result of the implementation of the Patient Protection and Affordable Care Act (ACA) on the Consortium's health benefit plan or on the District's health benefit plan. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected as of January 2020 or any subsequent January that any of the health benefit plans offered by the Consortium will incur excise taxes, taxes, or penalties imposed on the Consortium or upon the District's health benefit plan as the result of the health benefit plans exceeding the thresholds provided in the ACA, the District shall take action to withdraw from the Consortium if the Consortium fails to provide revised health benefit plan offerings that would be below the threshold limitations for such an excise tax or penalty. In the event that any new health benefit plans are offered, the parties shall apply the employee premium share listed above for such health benefit plans. If, on the other

hand, the Consortium fails to provide or approve such other less costly health benefit plans that are projected to cost less than any expected excise tax, tax, or penalty, the District will simultaneously start the process to withdraw from the Consortium and initiate the process below.

If and when the Consortium advises the District that a Cadillac Tax will be assessed, the parties will withdraw from the Consortium and immediately meet and confer with a mutually agreed upon Benefit Consultant to redesign the Plan(s) to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over different plan design changes to meet the objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the American Arbitration Association's rules on expedited arbitration.

The arbitrator shall choose either the Plan design offered by the District or the Association with the proviso that the Plan must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion.

#### Section 2. Health Care

- a. District shall offer eligible employees the preferred health insurance plans administered by the Bucks and Montgomery Schools Consortium. Should additional preferred plans be offered, the parties will meet to discuss whether it (they) will be offered and what the premium share should be.
- b. The monthly payroll deduction for the BMCS POS shall be the following percentage of premium:

	FY	FY	FY	FY	FY
	2016-17	2017-18	2018-19	2019-20	2020-21
12-month employees	10%	12%	12%	13%	13%
10-month employees	12%	14%	14%	15%	15%

The monthly premium for BMCS Open Choice 1 and BMCS Open Choice 2 shall be as

follows:					
12-month employees	20%	22%	23%	24%	24%
10-month employees	24%	24%	25%	26%	26%

Employees hired in a full-time capacity shall, after the 1st of the month following 30 days of full-time employment, be eligible to enroll in the District benefit plans available to employees.

a. The District will continue to provide Section 125 Flexible Spending Plan.

- b. The District will not provide dual health coverage to employee and spouse if both are District employees. Such employees shall be entitled to select one health care plan as provided herein for their family on the same basis as other employees. The employees will not be eligible for waiver pay.
- c. Prescription Drug Plan

Prescription co-pay shall be as follows:	
Generic Drugs	\$10
Non-Generic Drugs (formulary)	\$25
Non-Generic Drugs (non-formulary)	\$40
Specialty Drugs	\$100

Mail Order – (90) day supply – twice the respective co-pay.

The District's prescription drug plan will pay only up to the cost of a generic drug, less the corresponding co-pay. If no generic exists, the plan will pay the brand drug cost less the corresponding co-pay. If a brand is dispensed, but a generic equivalent exists, the plan will pay up to the cost of the generic, less the brand co-pay. The prescription drug plan network of participating pharmacies shall be the same as the teachers' contract.

#### Section 3. Income Protection

The Board shall provide short-term income protection for benefit-eligible employees who are wholly and continually disabled, because of non-work related illness or injury, from performing the duties of his/her occupation with coverage currently in effect. Eligibility for benefits shall not be extended to absences resulting from injury or illness where the employee is not wholly and continuously disabled (e.g., period during which a physician recommends a lightened schedule).

The period for the short-term disability benefit shall be limited to fifty-two (52) weeks from the initial absence, including all elimination period s. Should the employee remain disabled beyond fifty-two (52) weeks, the employee will be covered by the District's long-term disability benefit.

Those individuals who have accrued sick time beyond 260 days (52 weeks) on July 1, 2016 will be grandfathered and may remain in full pay status during the time for which they are considered disabled an exhaust their sick bank.

For twelve (12)-month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds  $(\frac{2}{3})$  of an employee's weekly salary (hours scheduled to work per week times base hourly salary rate) up to a maximum of \$750 per week, commencing fifteen (15) days after the expiration of such employee's sick leave.

For ten (10)-month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds  $(\frac{2}{3})$  of the employee's per diem up to \$150 per day, commencing fifteen (15) days after the expiration of such employee's sick leave. Employees will only be paid for missed workdays. No short-term disability payments will be made during the summer or during school breaks.

For individuals' on short-term disability income, the District shall maintain District benefits for a period of time equal to the lesser of the employee's length of service with the District or twelve (12) months except that after twelve (12) weeks on short term disability, the employee shall be required to pay one-half (1/2) of the premium cost for medical and dental dependent premiums in addition to the employee's required share for employee only benefits.

Section 4. Life Insurance

The Board shall provide for life insurance benefits equal to one and one-half (1.5) times the employee's base annual salary rate.

- Section 5. Dental
  - a. All employees enrolled in district health coverage shall continue to be eligible to participate in the group dental benefit program. The annual limit shall be \$2,000 per person per year.
  - b. Basic Restorative shall be 80%/20% for employee and dependent coverage.
  - c. Premium Cost Sharing for the life of the Agreement: Individual \$3/month Dependent \$6/month

# ARTICLE X - ILLNESS AND DISABILITY

- Section 1. Full-time twelve-month employees shall be credited with twelve (12) days of sick leave allowance on the opening day of the work year.
- Section 2. Full-time ten-month employees shall be credited with ten (10) days of sick leave allowance on the opening day of the work year.
- Section 3. Part-time employees scheduled to work at least twenty (20) hours per week shall be credited with pro rata percentage of sick leave allowance in accordance with the number of regularly scheduled work hours per week divided by forty (40).
- Section 4. Employees appointed after the start of the work year shall receive pro rata sick leave allowance for the balance of the work year.
- Section 5. The unused portion of sick leave allowance shall accumulate from year to year without limitation and may be used as required.
- Section 6. At the time of retirement, an employee who has served 10 years in the Central Bucks School District shall be entitled to a service award of \$50 for each year of service.

- Section 7. No part of sick leave may be used for days for which worker's compensation or disability benefits are paid. For individuals receiving worker's compensation, the District shall maintain all District-paid benefits for a period of time equal to the employee's length of service with the District or twelve (12) months, whichever is less.
- Section 8. The District may require an employee to submit a doctor's note for three (3) or more consecutive days of absence; absences around holidays, vacations and/or personal days if the employee has been notified in writing of poor attendance.

# ARTICLE XI - SALARIES & WAGES

Salary classifications and wages ranges are detailed in Appendix A attached hereto and made a part of this Agreement.

#### ARTICLE XII - OTHER CONDITIONS OF EMPLOYMENT

- Section 1. Vacancies
  - a. Employees in the bargaining unit shall be afforded an opportunity to apply for vacancies within the District for which they may qualify. The promotion of bargaining unit members to vacant positions classified at higher salary ranges are encouraged by the District. The District has the duty, however, to consider the best interests of the District and therefore reserves the right to fill any vacancy by appointing a new employee rather than promoting an existing employee. The Director of Human Resources shall oversee and/or monitor all interviews, tests, or other procedures used in determining whether or not an employee is qualified for and received a promotional opportunity. When an internal applicant is either not selected for interview, or not offered the position, the applicant will be so notified in writing.
  - b. Whenever the District decides to promote one, two or more employee applicants, the District judges in all respects to be equally qualified and suitable, such applicants shall be ranked by District seniority and promotion shall be offered to the applicant with the greater seniority. Unless there are no other applicants for a position, an employee who is servicing a probationary period shall not be eligible for a promotion until the probationary period has been satisfactorily completed.
  - c. An announcement of each bargaining unit vacancy that is to be filled shall be posted for five (5) work days and a copy shall be provided the Association president. Such announcement shall state the position's title, salary or hourly rate and work location. Temporary vacancies that are greater than thirty (30) work days in duration and are known in advance shall also be posted according to the terms of this section.

#### Section 2. Travel Allowance

Employees who are required to use their own means of transportation in the performance of their job will be reimbursed at the rate established by the Internal Revenue Service effective July 1 of each fiscal year.

#### Section 3. Seniority

- a. Subject to the following conditions, seniority shall be determined by the date of an individual employee's latest period of continuous employment as bargaining unit employee as defined in Article I Recognition.
- b. In the event two or more employees have the same seniority date, previous continuous total service as a regular part-time non-bargaining unit employee shall be used to break ties and determine a seniority rank for each employee. Further ties shall be broken by a random event (i.e. lottery).
- c. Seniority is broken whenever an employee retires, resigns or is discharged for cause. Seniority is broken if an employee does not return from layoff within five
  (5) working days of the date on which recalled to active employment. Seniority is broken if an employee is absent without authorization for five (5) days.
- d. A revised seniority and job classification list shall be distributed by April 15 of each year. The Association President shall be given a copy of the seniority list for each building.
- e. Seniority shall accrue during any unpaid leave of absence.

# Section 4. Lay Off and Furlough

Layoff and furlough shall be within the following classifications. No bumping shall occur outside of the affected classification:

1.Non-Instructional Educational Assistant	9. Principal's Secretary
<ol> <li>Personal Care Assistant</li> <li>Instructional Educational Assistant         <ul> <li>Non-Special Education Instructional Assistants may not displace Special Education Instructional Assistants</li> </ul> </li> <li>Office Clerk         <ul> <li>Non-Special Education Instructional Assistants</li> </ul> </li> <li>Office Clerk         <ul> <li>Non-Special Education Instructional Assistants may not displace Special Education Instructional Assistants may not displace Special Education Instructional Assistants</li> </ul> </li> <li>General Secretary</li> <li>Safety/Security Monitor</li> <li>Building Computer Specialist</li> <li>Administrative Secretary</li> </ol>	<ul> <li>10. Staff Nurse</li> <li>11. Secretary to Director of Operations</li> <li>12. Custodian</li> <li>13. Utility Persons</li> <li>14. Head Custodian</li> <li>15. Mechanics, Groundskeeper, Carpenter, Plumber, Electrician, and Administrative Secretary for Community Relations would each be a separate classification for layoff and recall due to the individual skills that are required for each.</li> </ul>

A position classification for the maintenance and custodial staff shall be defined as an hourly wage rate category as outlined in Appendix A - Section I -Mechanics, except for mechanics where a special skill or license is required.

In the event an employee subject to lay-off or furlough was employed immediately preceding the employment in another position classification included within this bargaining unit, such employee should be reinstated to such former position classification and the employee with the least seniority in that position classification shall be subject to lay-off or furlough. The salary or hourly rate for such reinstated employee shall not be decreased unless such employee's salary or hourly rate in the position from which he/she is furloughed is above the maximum salary or hourly rate for the position to which reinstated - in which case said employee shall receive the maximum salary or hourly rate for the position to which reinstated.

#### Section 5. Recall

- a. Recall shall be in the inverse order of being laid off or furloughed and the District shall not employ any person in a position classification from which an employee had been laid off or furloughed within the previous twelve (12) months unless all employees so laid off or furloughed have been recalled to active employment and have either rejected reemployment or failed to respond to recall within five (5) days of the date on which recalled. Notice of recall shall be sent to a laid off or furloughed employee by registered mail to the last known address of such person.
- b. Notwithstanding paragraph a. above, where there is recall from a furlough that has also resulted in employees being displaced from positions but not furloughed while others were furloughed due to the bumping set forth in Article 12, Section 4, then prior to recalling employees from furlough, employees who have been displaced shall have the opportunity to return to their previous position or one similar when one becomes available. The employee recalled from furlough would be recalled to the vacancy thereafter created. The twelve (12) month provision specified in paragraph a. above shall apply to paragraph b.

#### Section 6. Safety

Each member of the bargaining unit is expected to report, in writing, any and all safety concerns involving equipment, facilities or practices used by members of the bargaining unit. Written reports should be sent to the President of the Association, the District's Buildings and Grounds Office and the Director of Human Resources. Safety Committees shall be created in accordance with School Board Policy.

- Section 7. Computer specialists in a building shall not be regularly assigned duties monitoring students.
- Section 8. Computer Technicians, effective July 1,2016 shall be scheduled for an eight and one-half (8 <sup>1</sup>/<sub>2</sub>) day, inclusive of a thirty (30) minute, unpaid, meal break.
- Section 9. The District will reimburse staff nurses the annual licensing fee upon proof of payment and a copy of the renewed nursing license.

- Section 10. When a principal and/or supervisor require an employee to attend a District-provided training or education program, the District will fund any associated costs including salary.
- Section 11. Employees will not be eligible for paid vacation, paid sick days or personal days during the notice period of 15 workdays prior to resignation or retirement. Personal and vacation days to which the employee is entitled will be paid following the last workday according to the provisions of this contract. Failure to work during the last 15 workdays of employment (unless disabled) shall result in forfeiture of all unused vacation or personal days.
- Section 12. District agrees, effective 7/1/16, to make Athletic Director Secretary in the high school a full time, 12-month position.
- Section 13. Effective 7/1/16, change Article 6 to reflect nurses would be paid an eight (8) hour day <u>inclusive</u> of meal breaks which they would self-schedule.

Should a nurse be reassigned during a day to a different building whose hours of work are different than the building to which the nurse reported in the morning, the nurse shall work to the end of the school day of the building to which he/she is reassigned or eight (8) hours, whichever is greater.

Staff nurses will be scheduled to hold 2 meetings annually with the direct supervisor.

- Section 14. Should support staff, not required for snow removal, arrive late for work due to a weather emergency, he/she shall have until the end of the pay period to make up such time.
- Section 15. A Personal Care Assistant (PCA), is selected to provide specific services as determined by the Special Education Department. If services are no longer required, the satisfactory PCA will be placed in the next open/available PCA position regardless of location, but will not have bumping rights.
- Section 16. Custodians expected to cover extra sections when another custodian is absent will be compensated with one (1) hour of overtime per day that the custodian is covering extra sections.

#### ARTICLE XIII - GRIEVANCE PROCEDURE

The grievance procedure as found in Appendix B is attached hereto and made part of this Agreement.

#### ARTICLE XIV - WAIVERS

The parties agree that all negotiable items have been discussed during the negations leading to this Agreement and that no additional negotiations on the Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement unless by mutual consent of both parties, and that this Agreement contains the entire contract between the parties.

# ARTICLE XV - MODIFICATION OF AGREEMENT

This Agreement shall not be modified except by written amendment duly ratified and signed by both parties that will be physically attached to the copies hereof.

# ARTICLE XVI - SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

# ARTICLE XVII - NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to enter into collective bargaining for a successor agreement not later than 180 days prior to June 30, 2021

# ARTICLE XVIII - MEET AND DISCUSS

The parties do hereby agree that matters of a "Meet and Discuss" nature as defined under Section 702 of Act 195 and the finding of the Pennsylvania Labor Relations Board, may be considered under the "Meet and Discuss" provision as set forth in Section 301(17), and in compliance with Section 1201(a)(9) and 1201(b)(9) of the Public Employees Act 195.

# ARTICLE XVIX – SUBCONTRACTING

The Association and the District recognize the potential need to reorganize positions within the Facilities Department. Both parties agree that if subcontracting occurs it would be limited to the Grounds Department. The District agrees to grandfather or transfer incumbent grounds person(s) if all grounds are subcontracted.

#### ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2016, and continue in full force and effect until June 30, 2021.

IN WITENESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers and representatives duly authorized as of the day and year first written above.

CENTRAL BUCKS SCHOOL BOARD

Unality a Derry President

ner Secretary

CENTRAL BUCKS ESPA/PSEA/NEA

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# APPENDIX A - POSITION CLASSIFICATIONS, WAGE RANGES AND FOOTNOTES

Section 1. Classifications

- a. Non-Instructional Educational Assistants Transportation Assistant Educational Assistant – Office Duty Assistant Security Assistant
- b. Instructional Educational Assistant

Special Education Assistant Educational Assistant Library assistant Basic Skills/Title I Instructional Assistant

- c. Personal Care Assistant
- d. Office Clerk-Non Instructional School Office Clerk School Receptionist High School Guidance Clerk Science/Curriculum Clerk Graduation Project Clerk

# e. General Secretary

- Guidance Office Secretary School Office Secretary Central Office Secretary Curriculum Secretary Central Office Receptionist Special Services Secretary Athletic Office Secretary
- f. Safety & Security Monitor

g.

- Administrative Secretary Assistant Principal's Secretary Community School Secretary Accounts Payable Secretary Special Services Secretary Transportation Manager Secretary Community Relations Secretary Human Resource Secretary
- h. Principal's Secretary

- i. Building Computer Specialist
- j. Staff Nurse
- k. Secretary Operations
- l. Custodian
- m. Utility person Building utility District utility Grounds Warehouse
- n. Head Custodian
- o. Mechanics Class C Carpenter, Communications Systems Mechanic Grounds person Warehouse Preventative Maintenance Mechanic
- p. Mechanic Class B Mechanic/Printer Groundskeeper
- q. Mechanic Class A Boiler mechanic

Carpenter Communications Systems Mechanic Electrician HVAC Plumber

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# Wage Ranges

a. Employees whose hourly rate is less than the Market Rate shall receive a three percent 3% increase for 2016-2017, 3.5% for 2017-2018, 3.5% for 2018-2019, 3.75% for 2019-2020 and 3.75% for 2020-2021.

Employees whose hourly rate equals or exceeds the Market Rate shall receive a two percent 2% increase for 2016-2017, 2.0% for 2017-2018, 2.5% for 2018-2019, 2.5% for 2019-2020 and 2.5% for 2020-2021.

In any year where an employee's below Market Rate exceeds the Market Rate once the below the Market Rate percentage increase is applied, the pay rate will be set at the next highest Market Rate pay rate in that specific employee classification for the new year.

Position	2016-2017 Market Rate	2017-2018 Market Rate	2018-2019 Market Rate	2019-2020 Market Rate	2020-2021 Market Rate
Administrative Secretary	\$21.87	\$22.31	\$22.87	\$23.44	\$24.02
General Secretary	\$19.27	\$19.66	\$20.15	\$20.65	\$21.17
Grade 8 Secretary (Closed)	\$27.65	\$28.20	\$28.91	\$29.63	\$30.37
Principal's Secretary	\$24.62	\$25.11	\$25.74	\$26.38	\$27.04
Building Computer Specialist	\$25.86	\$26.38	\$27.04	\$27.71	\$28.41
Custodian	\$19.51	\$19.90	\$20.40	\$20.91	\$21.43
Head Custodian (All Buildings)	\$25.36	\$25.87	\$26.51	\$27.18	\$27.86
Non-Instructional Aide	\$15.56	\$15.87	\$16.27	\$16.67	\$17.09
Instructional Aide/Personal Care Aide	\$19.52	\$19.91	\$20.41	\$20.92	\$21.44
Staff Nurse	\$25.98	\$26.50	\$27.16	\$27.84	\$28.54
Safety and Security Monitor	\$19.60	\$19.99	\$20.49	\$21.00	\$21.53
Mechanic A	\$33.71	\$34.38	\$35.24	\$36.12	\$37.03
Mechanic B	\$32.80	\$33.46	\$34.29	\$35.15	\$36.03
Mechanic C	\$25.58	\$26.09	\$26.74	\$27.41	\$28.10
Utility Person	\$23.71	\$24.18	\$24.79	\$25.41	\$26.04

# Market Rates 2016-2021:

	New	Hire	Rates	2016-2021:
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Position	2016-2017 Market Rate	2017-2018 Market Rate	2018-2019 Market Rate	2019-2020 Market Rate	2020-2021 Market Rate
Administrative Secretary	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27
General Secretary	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
Grade 8 Secretary (Closed)	\$23.26	\$23.96	\$24.67	\$25.41	\$26.18
Principal's Secretary	\$20.93	\$21.56	\$22.20	\$22.87	\$23.56
Building Computer Specialist	\$20.03	\$20.63	\$21.25	\$21.89	\$22.55
Custodian	\$16.21	\$16.70	\$17.20	\$17.72	\$18.25
Head Custodian (All Buildings)	\$20.03	\$20.63	\$21.25	\$21.89	\$22.55
Non-Instructional Aide	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21
Instructional Aide/ Personal Care Aide	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
Staff Nurse	\$22.13	\$22.47	\$23.03	\$23.61	\$24.20
Safety and Security Monitor	\$16.23	\$16.72	\$17.22	\$17.74	\$18.27
Mechanic A	\$27.93	\$28.77	\$29.63	\$30.52	\$31.44
Mechanic B	\$27.80	\$28.63	\$29.49	\$30.38	\$31.29
Mechanic C	\$20.03	\$20.63	\$21.25	\$21.89	\$22.55
Utility Person	\$17.59	\$18.12	\$18.66	\$19.21	\$19.78

An employee promoted to a position classification allocated to a higher salary grade shall be placed within the salary range of the new position but not less than the employees existing pay rate.

A new employee may receive salary credit for previous training and/or experience. The hourly rate granted shall not normally exceed the hourly rate of the lowest paid individual currently employed in the same job description (not job classification) nor may it exceed the rate of the highest paid individual currently employed in the same job description (not job classification). If the Board finds it necessary to employ a new employee at a rate in excess of the hourly rate of the lowest paid individual currently employed in that job description (not job classification), the minimum salary for employees existing in that job description (not job classification) will increase to the new rate.

- a. Salary Rate Differentials
  - 1. Third Shift Custodian Custodians whose scheduled work day, excluding overtime, encompasses three or more hours between midnight and 7:00 a.m. shall be compensated at the rate of 1.07 times the appropriate hourly rate indicated above for all hours worked during that scheduled work day (excluding overtime). Third Shift Salary Differential shall be paid in accordance with the same schedule used to pay overtime (normally with the pay issued two weeks after the close of the pay period).
  - 2. Educational Assistant Premium Pay An special education assistant or a personal care assistant assigned to students with toileting needs or as a health room assistant shall receive an additional \$.50 per hour above the rate to which otherwise entitled.
  - 3. Instructional Assistants (IA's) who have teacher certification will be paid an additional \$1.00/hour. Such IA's will be required to substitute for absent teachers when needed. This will be on a rotating basis as needed within a building and based upon certification. There will be no cap, but the district will closely monitor and continue efforts to increase substitute pool.
- c. All new employees shall serve for a three-month probationary period. The termination of employment at any time during the probationary period shall not be subject to grievance or appeal. Employees may have the probationary period extended by 60 calendar days by the District with written notice of cause provided to the employee and the Association.
- d. Promotions
  - A full-time employee who is promoted to a higher position classification shall serve in such new position classification on a probationary basis for three (3) months. The District may extend the probationary period for up to sixty (60) days upon written notice to the Union and to the Employee.
  - 2. A promoted employee may, during the first two months of probation, opt to return or may be returned by the District to his/her former position. Other employees affected by the above shall also be returned to their former positions. For the purpose of this section, position shall be defined as the same building, pay grade and shift.
  - 3. A promoted employee who does not satisfactorily complete the probationary period in the new position classification shall be entitled to return to his/her former position classification at their previous wage rate. If no positions are available, then the employee shall be assigned to any position within their position classification until such time as a vacancy occurs. Such termination of employment in the new position classification shall not be subject to grievance or appeal.

- e. A part-time custodian shall not serve an additional probationary period if promoted to a full-time custodian. A part-time custodian promoted to a higher position classification shall serve a three (3) month probationary period. The District will endeavor to return any such promoted part-time custodian whose employment in such a higher position classification is terminated during the probationary period to a part-time custodian position.
- f. Excepting assignment to а summer cleaning crew. а maintenance/custodial employee who is temporarily assigned on a continuing basis for more than one day to a position allocated to a higher hourly rate, or to replace an employee in a higher position classification who is absent shall be given, in writing, general instructions indicating whether the employee is to basically perform the duties of the higher position classification or to perform the duties appropriated to his/her own position classification. If given written instructions indicating that the employee is to perform the duties of the higher position classification, the employee shall be paid at the appropriate hourly rate for such position classification as if temporarily promoted.
- g. Secretaries and educational assistants temporarily assigned to other duties normally performed by an employee in this bargaining unit shall be paid the salary of the employee that they replace starting on the 3<sup>rd</sup> day of work in that position.
- h. Pay periods will be semimonthly with direct deposit required.
- i. When a pay date falls on a holiday, the pay date will be the last workday preceding the holiday.

#### APPENDIX B - GRIEVANCE PROCEDURE

#### Section 1. Definitions

- a. Grievance A "grievance" is a complaint regarding the meaning, interpretation or application of any provision of this agreement.
- b. Claimant A "claimant" is the person, persons or the Association making the claim.

#### Section 2. Procedure

The parties agree that every effort will be made to resolve all such problems through oral discussion with the building principal or designated administrative supervisor.

# Section 3. Formal Grievance Procedure

a. Level I

Any claimant who has not been able to satisfactory resolve the problem through oral discussion with the building principal or designated administrative supervisor may reduce the grievance to writing on a form agreed to by the parties and may submit such grievance in writing to the Director of Human Resources within twenty-five (25) working days of the act upon which the grievance is based. The Director of Human Resources shall meet with the claimant within eight (8) working days following receipt of the written grievance and shall respond to the grievance in writing within five (5) working days after such meeting.

b. Level II

If action taken at Level I fails to satisfactorily resolve the grievance, the grievance may be submitted in writing by the claimant to the Superintendent within eight (8) working days of the employee's receipt of the written response pursuant to Level I. The Superintendent shall meet with the claimant within eight (8) working days following receipt of the written grievance and shall respond in writing within five (5) days after such meeting.

c. Level III

If action taken at Level II fails to satisfactorily resolve the grievance, the grievance may be submitted in writing by the claimant to the Board within five (5) working days of the employee's receipt of the written response pursuant to Level II. The Board or a committee of the Board shall meet with the claimant within twenty-five (25) calendar days following receipt of the written grievance and shall respond to the grievance in writing within five (5) working days after such meeting. A copy of the written response shall be forwarded to the president of the Association.

d. Level IV

If the Association is not satisfied with the disposition of the grievance at Level III it may, within five (5) working days after receipt of the Board's response, initiate arbitration pursuant to Section 903 of Act 195, Public Employee Relations Act.

Section 4. Miscellaneous

- a. Time limits may be extended by mutual consent, such consent to be in writing.
- b. Forms for filing grievances shall be prepared jointly by the Board and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- c. Meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their representatives.
- d. A claimant is entitled to have representation of his or her own choice at each step of the grievance procedure.
- e. If the Director of Human Resources, Superintendent, or Board fail to meet the time limits as specified in Level I, II, or III, respectively, the grievance may proceed to the next level.

- f. Meeting at Level I, II, and III may be waived by Director of Human Resources, Superintendent or School Board respectively. In the event any such meeting is waived, the written response to the grievance shall be sent to the claimant not later than would be required if a meeting were held.
- g. Non-Forfeiture Clause Failure to process a grievance by any member of the bargaining unit shall not constitute an acceptance of any conditions or practices under this agreement and shall not waive any future rights to grieve any item.

# CENTRAL BUCKS SCHOOL DISTRICT Curriculum Committee Notes April 14, 2016

# MEMBERS PRESENT<br/>Sharon Collopy, ChairOTHER BOARD MEMBERS AND ADMINISTRATORS PRESENTSharon Collopy, ChairBeth DarcyDr. David WeitzelJudy SiegleKaren Smith, MemberPaul FaulknerDr. David BoltonSuzanne DaileyDennis Weldon, MemberGlenn SchloeffelElaine VanVreede

Meg Evans

#### PREVIOUS MEETING NOTES

Jerel Wohl, Member

The meeting notes were not available at the meeting. The March notes will be reviewed at the May meeting of the Curriculum Committee.

# INFORMATION/DISCUSSION

Dr. Weitzel, Superintendent, Dr. Bolton, Assistant Superintendent, Suzanne Dailey, Staff Developer, Judy Siegle, Elementary Teacher, and Elaine VanVreede, Elementary Teacher presented on standards-based assessment, the history of the current Elementary Reporting Document, and a proposal for changes over the next two school years (2016-2017 and 2017-2018).

Dr. Weitzel began the presentation by providing the timeline of the current document. Planning began during the 2011-2012 school year with the first year of implementation during the 2014-2015 school year. Dr. Weitzel also shared the numerous resources that are available on the district website for parents and community members.

Ms. Suzanne Dailey continued the presentation by discussing the philosophy and impact of standards-based instruction. Ms. Judy Siegle, first grade teacher at Doyle Elementary, and Ms. Elaine VanVreede, sixth grade teacher at Titus Elementary, then presented their perspective on standards-based instruction. They mentioned that the language is clearer to the students and that feedback is more frequent and focused. Students are learning that "Everything Counts" and that they are able to demonstrate their understanding of a standard during every part of a lesson and not just on a test or quiz.

Dr. Bolton presented the opportunities for feedback that were available to both parents and teachers. This feedback was utilized to develop themes that have helped determine adjustments to the current document and formulate the proposal moving forward.

Dr. Weitzel finished the presentation by stating the goals of the proposed revisions and the two year proposal for the development, communication, and adoption of a new Elementary Reporting Document. For the 2016-2017 school year, the number of Success Standards and Learning Indicators will be reduced. In addition, letter grades would be incorporated into the current document for grades 5-6. Grades K-4 will continue to utilize the current system for one more year.

Dr. Weitzel proposed utilizing the existing Reporting System Achievement Advisory Team to develop recommendations for the 2017-2018 school year. He also asked that trimester reporting (3 times a year) be considered at the elementary level. This process will include continued communication with the community and professional development for the teachers.

#### PUBLIC COMMENT

David Garcia, Bill Senavaitis, Noelle Nero, Caitlin Jackson, Michelle McGroggan, Dana Hunter, Teri Windisch, Julie McCormack, Lynn Mills, John Cohan, Patti Jincot, and Jim Moleinari all spoke on the elementary reporting system.

#### BOARD COMMENT

All Board members participated in a lengthy discussion regarding the presentation, proposal made for the 16-17 and 17-18 school years, and information from public comment.

Mr. Weldon thanked the teachers and administration for their work. He feels as though the purpose of the reporting document is to communicate to a parent how their child is doing and that many parents do not understand what the terms Exceeding, Meeting, Approaching, and Limited Progress mean. He proposes including grades for grades 4-6 moving forward.

Ms. Collopy agreed with Mr. Weldon. She also stated that lessening work for the teachers is a good thing. She does not feel as though the document provides a clear picture of a child and she would like increased parent participation/feedback moving forward. She also wants letter grades for 4-6 and is not in favor of the trimester proposal.

Ms. Evans indicated that she is appreciative of the added detail on the new document but that it is hard to interact with. She likes the added continuum for marking periods 1 and 3 but feels that the range for Meeting has been too broad. She asked if the report has been utilized long enough to truly evaluate and would be in favor of letter grades for 5-6.

Ms. Smith feels as though there is not uniform understanding of the indicators and would like additional information on trimesters before forming an opinion.

Mr. Wohl thanked Dr. Weitzel for developing the proposal and sees it as a true compromise. He also thanked the union, faculty, and administration for working together collaboratively on this endeavor. He recognized that the teachers indicated that this is consistent with their teaching methods and that should remain a focus of the conversation, in addition to the document. He feels as though the document does address the emotional concerns of our students but further review needs to take place so parents can better understand the entire system. He recommends additional parent education in the future.

Ms. Darcy stated she was sad that the teachers present felt as though their work was disrespected/dismissed. She would like all stakeholders to contribute to the decision and wants parents to be involved in rich conversations on this topic so that they can better understand their child's strengths and needs. She believes that adding grades is a good step and recognizes that there are still multiple practical issues that need to be addressed. She is concerned for the grade 5 and 6 teachers who have to do both standards based and letter grades under the proposal. She would also like to determine how best to include parent voices in any proposal moving forward.

Mr. Faulkner likes the goal of easing data entry for the teachers and would like to respect the teachers by maintaining the good portions of the document that relate to the classroom and their instruction.

#### ANNOUNCEMENTS

The next scheduled meeting is May 11, 2016 at the Administrative Services Center (20 Welden Drive) beginning at 7:00 p.m.

#### ADJOURNMENT

Notes submitted by Dr. David A. Bolton, Assistant Superintendent for Elementary Education

# CENTRAL BUCKS SCHOOL DISTRICT Finance Committee Notes April 20<sup>th</sup>, 2016

**Committee Members Present** 

Jerel Wohl, Chairperson Beth Darcy, Member Paul Faulkner, member Glenn Schloeffel, Member

Committee Members Absent

Dave Matyas, Business Administrator Susan Vincent, Director of Finance Other Board Members and Administrators Present

Sharon Collopy Meg Evans John Gamble Karen Smith Dennis Weldon

Dr. Weitzel Dr. Bolton

The Finance Committee meeting was called to order at 7:05 p.m. by Jerel Wohl, Chairperson

# PUBLIC COMMENT

Two members of the public were present as well as a member of the press. Mark Chiavon of C and C Photography addressed the committee.

# Review of Notes

None

The March 16, 2016 Finance Committee meeting notes were accepted as presented.

# INFORMATION/ DISCUSSION/ACTION ITEMS

**Budget Development** - Administration updated the committee on the latest draft figures coming from Harrisburg for the current year, 2015-16, state subsidies. As of April 20<sup>th</sup>, school districts across Pennsylvania still do not know how much in state subsidies we will receive. Using the latest legislative estimates as opposed to the Governor's estimates will bring in \$713,256 in additional revenue compared to the estimates the district received in March, however, the April figures are still \$600,000 below the Governor's budget address numbers.

There has also been much discussion in Harrisburg about borrowing \$2.5B statewide to reestablish the construction reimbursement program, PLANCON, for which CBSD is currently owed about \$1M in state reimbursement for 2015-16.

Capital projects funding was reviewed. It was noted that Long Term Capital funding was reduced from \$9M to \$7M in the 2016-17 budget to reduce expenses and position the budget for no tax increase. In addition it was agreed to move painting, flooring, gym floor refinishing, concrete repairs, and grounds fertilization from the capital fund to the operations budget of the general fund as these items are more routine maintenance in nature rather than a depreciable asset.

The current \$30M debt defeasance (prepayment of debt) proposal was reviewed. The committee had in depth discussion on the merits of debt prepayment to help hold down future budget costs as well as the merits of holding on to a larger fund balance.

• A \$30M debt defeasance will reduce outstanding principal on construction debt and save the district about \$4.9M in future interest expenses

- This action provides the district with greater confidence that it can afford employee contracts five years out into the future.
- The district could hold onto the \$30M set aside for debt and use it for capital projects, but it is not recommended to use it as a funding source for academic programs or as an offset to future retirement expenses since these are recurring expenses and the \$30M appropriation is a one-time source of money that more than likely will not be replaced in the future.
- The committee recommended this item be placed on the Board agenda for consideration.

As the final round of debt defeasance for 2021 was cancelled there will be no need to transfer funds resulting from a positive budget variance to a debt service reserve fund in the future. Therefore a proposal was presented to use 50% of any audited positive budget variance to help offset future tax increases and the remaining 50% to help fund future capital projects. In discussions with Moody's as a part of their credit research, they felt the proposal to use positive budget variances was a solid approach. They also recommended that it be incorporated into a Board policy to help demonstrate long term fiscal discipline to rating agencies.

A comparison of retirement expenses between fiscal year 2010-11 and 2016-17 shows that retirement expenses have grown from \$7.8M to \$45M and represents 14% of the 2016-17 expenditure budget compared to less than 3% in 2010-11. This this alone has caused an increase to the district expenditure budget over the past 6 years of \$37.2M, which the district has been able to absorb with minimal tax increases due to prior years of debt defeasance. It is important to note that because of increasing state retirement contribution rates, coupled with rising employee payroll expenses, this area of the budget will continue to be a pressure point.

Health care expenses are trending down from the high point of \$10,750 per staff member in 2013-14. The anticipated budget for health care for 2016-17 is about \$9,900 per staff member which is helping to relieve inflationary cost pressures on the budget.

Per a request from the Board, a report was prepared showing the uncommitted expenses for the instructional area of the budget which includes regular education, special education, and vocational education. As of April 15<sup>th</sup>, 2016 this area of the expense budget has approximately 2.25% in uncommitted expenditures or about \$2.7M out of a budget of \$119M. Other areas of the budget will be reviewed during future meetings.

Administration will present a budget update for the public at the April 26<sup>th</sup> Board meeting.

Athletic Fund Raising and Equity – Dr. Weitzel reviewed the history for the athletic review process, staff members involved in the process to date, and the recommendations proposed.

- To help ensure equity in the staffing of coaches, it is recommended to increase Extra Duty Responsibilities (EDR's) by 20% and increase their pay value by 20% as well.
- It is expected that the increase in EDR assets will eliminate the need for parent fund raising to hire supplemental coaching staff or provide additional compensation to existing personnel.
- Athletic Directors, coaches, and secondary principals have met to determine appropriate coaching staff ratios and allow for flexibility based upon student participation levels.
- A report was prepared identifying supply and equipment items that have been purchased by parents or booster clubs in the past that will become the responsibility of the district moving forward.
- The committee discussed uniforms and safety gear realizing parents will likely to continue to buy some sports gear for their athletes such as baseball bats, lacrosse helmets and sticks, and

mouth guards. The district will also have a supply of these types of items if a student would need them. The district also implemented a five year uniform replacement cycle.

• The committee recommended administration meet with the parent leaders of each sport to review the athletic plan development in order to help determine if additional adjustments are needed.

**Purchasing Actions** – The district is busy preparing for the start of the 2016-17 school year. Bid results for the following items were reported: general supplies, team sports equipment and supplies, general art supplies, general teaching supplies, physical education supplies, secondary art supplies, science supplies, technical education supplies. The committee recommended these items be placed on the Board agenda for consideration.

**Student Photography** – The committee had lengthy discussion on the merits of maintaining the current contract with Barksdale for another year or switching to C and C Photography. The committee heard about the different picture processing systems each photographer used and the benefits of each. The committee discussed customer service, quality of the final product, and the financial value provided to district families from each firm. Determining the total value to a family considering the customer experience, picture quality, and pricing plans is difficult as each family may weigh each factor differently. The committee directed administration to pursue a contract with C and C photography and to terminate the current agreement with Barksdale.

# ADJOURNMENT

The meeting adjourned at 9:05p.m.

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

# CENTRAL BUCKS SCHOOL DISTRICT Human Resources Committee Notes April 14, 2016

#### MEMBERS PRESENT

Paul Faulkner, Chairperson Sharon Collopy, Member Meg Evans, Member Karen Smith, Member Beth Darcy Glenn Schloeffel Jerel Wohl

OTHER BOARD MEMBERS AND ADMINISTRATORS PRESENT

Dr. David Bolton Dr. David Weitzel Andrea DiDio-Hauber

#### COMMITTEE MEMBERS ABSENT

#### PUBLIC COMMENT

There was no public comment.

#### PREVIOUS MEETING NOTES

There were no changes to the meeting notes of February 10, 2016.

#### INFORMATION/DISCUSSION/ACTION ITEMS:

#### 2016-2017 CBEA EDRs

Dr. Weitzel provided a detailed overview of the EDR initiative that was initially presented approximately one (1) year ago. The initiative proposes a 20% increase across the board for all EDRs listed in the CBEA. Additionally, a 20% increase to the cost of an individual EDR is proposed to go from \$266.93 to \$320.32. The initiative is proposed to go into effect for the 2016-2017 school year. Dr. Weiztel indicated that the EDR units and rate for EDR had not been increased in approximately ten (10+) plus years. Mrs. Darcy stated that there are definitely discrepancies across the sports EDRs that needs to be addressed. Mr. Schloeffel asked if this initiative would be across all sports. Dr. Weiztel responded that it would be across all EDRs outlined in the CBEA contract. Dr. Weiztel indicated that another reason that the district is looking at this initiative is to eliminate the fundraising that occurs for hiring additional coaches for sports. For example, a kicking coach for football. This will give the Athletic Directors and Head Coaches more EDRs and in turn money that the district can use to compensate for these needs. Mr. Schloeffel asked how do you keep from fundraising for EDRs. Dr. Weitzel responded that we have developed parameters that the Athletic Directors will share with the coaches and parents district wide.

#### • Communications Staffing

Mrs. Smith is employed part-time by the Pennsylvania Public Relations Association (PenSPRA). Mrs. Smith provided a report and salary survey conducted by PenSPRA to share how districts are staffing communications departments and positions. Mrs. Smith expressed concern that we are behind the times in having a position/department that can share positive and difficult information with the community at large. Mrs. Smith indicated that often times School Boards face messy public relations issues and having a Director of Communications would alleviate some of these issues. Mrs. Smith also indicated that communications in a district exists to support teaching and learning. She stated that generally a district of our size has two (2) or more employees dedicated to communications. Mr. Faulkner stated that he believes that it is a huge leap to go from a 10-month secretarial position to two (2) fulltime twelve month employees with one a cabinet level administrator for the district. Mr. Schloeffel stated that it would be beneficial to have a constant continuous loop of communication occurring. Mr. Weldon suggested we look at the position as it stands and build on that. Mrs. Darcy suggested that a communications committee be formed to determine the needs of the district that would have Board, Administrator, Teacher and Community stakeholder input.

# • Transportation Staffing

Ms. DiDio Hauber presented a staffing proposal for filling the vacancy that will be left in transportation due to the retirement of Mr. Ronald Murray. The proposal is cost neutral. Currently, there is a Director of Transportation, Transportation Supervisor covered by the Act 93 agreement and a Safety Coordinator covered by the Transportation CBA. The district is proposing a change of title to Director of Transportation and Assistant Director of Transportation which will continue to be covered by the Act 93 agreement. Eliminating the position of Safety Coordinator and creating a Supervisor of Transportation position. This will allow the Supervisor of Transportation who will assume a large majority of the Safety Coordinator role and allow that individual to evaluate and provide feedback when needed to drivers and assistants covered by the Transportation CBA. The Board agreed that this was an acceptable proposal and provided direction to begin the advertising and interviewing process to fill the vacancies when Mr. Murray retires.

#### • Special Education Staffing

Ms. DiDio Hauber provided a costing out spreadsheet to the Board of the approximately 20+ personal care aides and educational aides that are currently part-time with no benefits moving to fulltime with benefits. The Board previously agreed to this initiative in the 2016-2017 school year. However, some Board Members requested that this occur this 2015-2016 school year. Therefore, the data and information were brought back for discussion to the committee. The committee provided direction to move forward and place these individuals on the April 26, 2016 personnel agenda for official vote.

#### **INFORMATION ITEMS:**

<u>**Principles of Responsible Conduct</u></u> - Ms. Hauber has no additional information at this time, but continues to work on developing communications and professional development on this topic.</u>** 

<u>Day-to-Day Substitutes</u> - Ms. Hauber has no additional information at this time. However, a proposal for the Board of Directors is going to be issued to assist in resolution of the severe failed-to-fill rates that we have been faced with over the last few years.

#### **ANNOUNCEMENTS**

The next scheduled meeting for May 11, 2016 has been cancelled due to Ms. DiDio Hauber, Director of Human Resources' absence.

#### ADJOURMENT

Notes submitted by Andrea L. DiDio-Hauber, Director of Human Resources and Administrative Liaison to the Human Resources Committee.

# CENTRAL BUCKS SCHOOL DISTRICT **Operations Committee Meeting Notes** April 20, 2016

**Committee Members Present** Glenn Schloeffel, Chairperson John Gamble, Member Scott Kennedy, Director of Operations Beth Darcy Meg Evans Sharon Collopy Ken Rodemer

Other Board Members and Administrators Present Karen Smith Paul Faulkner Dr. Weitzel Dave Matyas David Bolton

The meeting was called to order at 5:30 PM by Glenn Schloeffel.

# PUBLIC COMMENT

Mike Harte (Plumstead Baseball) spoke about athletic field conditions and partnering with CBSD to improve plaving fields. Discussion about fees, grass cutting, etc. Scott Kennedy will present an overview at the May Operations Committee meeting.

# **REVIEW OF MEETING NOTES**

The March 17, 2016 Operations Committee Meeting Notes were reviewed.

# INFORMATION/DISCUSSION/ACTION ITEMS

Ken Rodemer distributed and reviewed the Operations Report.

Scott Kennedy and Ken Rodemer reviewed the proposal from Musco Lighting to replace the stadium lights at War Memorial Field. The committee agreed to move forward with presenting the recommendation to the full Board.

Scott Kennedy reviewed the bid results for flooring projects and trash removal. The committee agreed to move forward with presenting the recommendation to the full Board.

Scott Kennedy and Ken Rodemer reviewed the proposal from Snyder Hoffman Associates to study the cost of air conditioning the remaining schools. The committee agreed to move forward with presenting the recommendation to the full Board.

Ken Rodemer reviewed the three agreements with Plumstead Township for the Gayman Site project. The committee agreed to move forward with presenting the recommendation to the full Board.

CB East Memorial project - The project is out to bid and bids will be received on May 3rd. A recommendation will be made for the May 10<sup>th</sup> Board Meeting.

Scott Kennedy presented information about artificial turf rental fees. Discussion led to the decision for \$125 per hour rental of artificial turf along with \$75 per hour to use the stadium lights. Scott Kennedy will revise the facility use fee schedule and present at the May Operations Committee meeting.

Scott Kennedy and Ken Rodemer gave an update on the status of the War Memorial Field study.

Scott Kennedy presented an overview of the District's electricity purchasing. The committee was pleased with the cost savings and revenues generated by our sustainability initiative.

Scott Kennedy and David Bolton reviewed a new development in Warwick Township and the possibility of "pre-districting" that development to Bridge Valley ES. The committee agreed to move forward with presenting the recommendation to the full Board.

# ADJOURNMENT

The meeting was adjourned at 6:50 p.m. Notes prepared by Scott Kennedy, Director of Operations and Administrative Liaison

# CENTRAL BUCKS SCHOOL DISTRICT Policy Committee Meeting Notes April 27, 2016

MEMBERS PRESENT Dennis Weldon, Chair Paul Faulkner, Member Meg Evans, Member Karen Smith, Member

Beth Darcy Sharon Collopy Glenn Schloeffel

# OTHER BOARD MEMBERS AND ADMINISTRATORS PRESENT

Dr. David Weitzel Corinne Sikora Dr. David Bolton

# PUBLIC COMMENT

There was no public comment.

#### REVIEW OF MEETING NOTES

The Meeting Notes from the March 30, 2016 meeting were reviewed and no edits were suggested.

# INFORMATION/DISCUSSION

Policy 116 - Tutorial Instruction - presented by Ms. Corinne Sikora, Supervisor of Pupil Services

This policy was initially reviewed during the March meeting. The policy was brought forward again to provide clarity to the language and overall purpose of the policy. Additional definitions were added to explain the types of private tutoring addressed in the policy.

This policy contains changes that were recommended from PSBA in regards to students who are not enrolled in Central Bucks, but rather receive their education from a private tutor. The additional language reflects changes in school code that require submission of federal/state criminal history checks and child abuse clearances to the school district by private tutors. This policy will be sent to the full Board for first read consideration.

#### PSBA Policy Review - presented by Dr. David Weitzel, Superintendent

Information was shared with the Committee regarding the policy review services offered through PSBA. This would serve as a comprehensive review and redrafting of the complete policy manual based on changes in laws and regulations, court decisions, and recommended best practices. Ms. Darcy mentioned that Centennial is currently involved in this process and the review should benefit Central Bucks, especially in the areas of Administrative Guidelines and the Local Board Procedures portion of the Policy manual (section 000).

Dr. Weitzel will contact PSBA to ascertain the different services that are offered and potential cost for this service.

Communications Committee presented by Ms. Karen Smith, Committee Member

Ms. Smith recommends the formation of an Ad Hoc Communications Committee. If approved by the Board, the committee would run until December, 2016. It would be re-evaluated at that time.

She mentioned the following as potential purposes of the committee:

- 1. Review current staffing plan
- 2. Review current practices
- 3. Propose changes to current practices
- 4. Implement and evaluate those changes
- 5. Evaluate what else needs to be done. This process is called 'scanning forward'.

Further discussion was held regarding a communications audit. This will be considered by the new committee. The audit would be conducted by an outside company and would evaluate various types of communication to determine what is working well and would also make recommendations regarding what should be changed and/or added. Upper Dublin School District conducted one last summer and could be utilized as a resource.

The formation of an Ad Hoc Communications Committee will be on the next Board agenda.

#### ANNOUNCEMENTS

The next meeting is scheduled for May 25, 2016 beginning at 7:00 p.m. at the Administrative Services Center (20 Welden Drive)

#### ADJOURNMENT

Notes submitted by Dr. David Bolton, Assistant Superintendent for Elementary Education



# # BUCKS COUNTY INTERMEDIATE UNIT

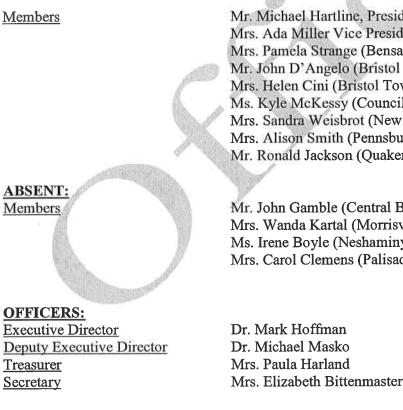
# **CALL TO ORDER**

The Bucks County Intermediate Unit Board of School Directors conducted its regularly scheduled meeting on Tuesday, March 15, 2016 at 7:00 PM at the Administration Building, 705 N. Shady Retreat Road, Doylestown, PA, 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 led by Ms. Jen Aldrich's Autistic Support Class in the Maple Point Middle School (Neshaminy School District).

#### **ROLL CALL** ATTENDANCE



Bucks County Intermediate Unit # 22 Board Minutes

Mr. Michael Hartline, President (Centennial) Mrs. Ada Miller Vice President (Pennridge) Mrs. Pamela Strange (Bensalem) Mr. John D'Angelo (Bristol Borough) Mrs. Helen Cini (Bristol Township) Ms. Kyle McKessy (Council Rock) Mrs. Sandra Weisbrot (New Hope/Solebury) Mrs. Alison Smith (Pennsbury) Mr. Ronald Jackson (Quakertown)

Mr. John Gamble (Central Bucks) Mrs. Wanda Kartal (Morrisville) Ms. Irene Boyle (Neshaminy) Mrs. Carol Clemens (Palisades)

**PRESENTATION** – The annual Student Artists Reception was held at 5:30 PM at the Intermediate Unit. Several Board members were able to attend the special event.

**SPECIAL EDUCATION MINI REPORT** – The mini report was provided by Dr. Jennifer Hertwig and Mrs. Tina Dolan on the "Autistic Support Program: A Brief Overview".

**PROGRAMS & SERVICES MINI REPORT** – The mini report was provided by Dr. Rachel Holler on "From a Traveling Art Gallery to Art on the Move".

AWESOME NEWS REPORT – Dr. Mark Hoffman shared various awesome news.

#### **PUBLIC PARTICIPATION** – None

Upon a motion by Mrs. Sandra Weisbrot, seconded by Mrs. Pam Strange, and passed unanimously by voice vote of nine (9) Board Members, the Board approved Items #1-18:

#### APPROVAL OF MINUTES

Approved the Minutes from the February 16, 2016 Board Meeting. (Refer to Minutes in March 15, 2016 Board Agenda).

# **APPROVAL OF TREASURER'S REPORT**

Approved the Treasurer's Report for the period of July 1, 2015 through February 29, 2016. (Refer to Report in March 15, 2016 Board Agenda).

# APPROVAL OF BILLS FOR PAYMENT

Approved the Bills for Payment for the month of February 2016. (Refer to Report in March 15, 2016 Board Agenda).

# APPROVAL OF BUDGETS

Approved the BCDAC-Strategic Prevention Framework/Partnerships for Success Budget for the period of July 1, 2015 through June 30, 2016 in the amount of \$11,478; and approved the BCDAC-Gambling Prevention Budget for the period of July 1, 2015 through June 30, 2016 in the amount of \$25,907. (Refer to Budget Reports in March 15, 2016 Board Agenda).

# APPROVAL OF BUDGET REVISION

Approved the revision to the Title I Delinquent Budget for the period of July 1, 2015 through June 30, 2016 in the amount of \$248,082. (Refer to Budget Report in March 15, 2016 Board Agenda).

# APPROVAL OF AGREEMENT ADDENDUM AND ADDITIONAL SERVICES

Approve the following Early Childhood Private Provider Agreement Addendum and Additional Services for the period of July 1, 2015 through June 30, 2016 in the amount of \$447,234:

Bucks County Intermediate Unit # 22 Board Minutes

Addendum St. Paul's Preschool (PCA)	\$ 4,000
Additional Services	
BARC Development Services, Inc. (Tuition)	293,234
BARC Development Services, Inc. (SI)	5,000
Child Development Specialties (SI)	30,000
Children's Developmental Program (Tuition)	50,000
Children's Developmental Program (PT)	5,000
Speech Pathology Consultants, Inc. (SP)	60,000
Total:	\$447,234

# APPROVAL OF AGREEMENT

Approved the Agreement with Ombudsman Educational Services, Ltd. for Social Worker Services for the period of February 23, 2016 through April 8, 2016 for the following revenue rates: \$700 for one full day session, \$350 for one 2.5 hour morning session, and \$350 for one 2.5 hour afternoon session. (Refer to Agreement in March 15, 2016 Board Agenda)

# APPROVAL OF COOPERATIVE PURCHASING BID

Approved to award the Bucks County Schools Cooperative Purchasing Bid #16-610 for New Tire and Recaps for the period of May 1, 2016 through April 30, 2017 in the approximate amount of \$220,869.26 to the following recommended vendors:

Ardmore Tire, Inc. - Oliver retreads

Bergey's Tires, Inc. – Continental/General new tires & Continental retreads Henise Tire Service, Inc. – Bridgestone and Hankook new tires & Bridgestone retreads Service Tire Truck Centers – Michelin and Goodrich new tires & Michelin retreads Wingfoot Comm. Tire Systems LLC – Goodyear/Dunlop new tires & Goodyear retreads

# APPROVAL OF VEHICLE BID

Approved to award the Bucks County Intermediate Unit #22 Bid #16-621 Seven Passenger Vehicle Leases for the period of August 1, 2016 through July 31, 2019 in the annual amount of \$212,760 to Interstate Fleets, Inc.

# APPROVAL OF COOPERATIVE PURCHASING BID

Approved to award the Bucks County Schools Cooperative Purchasing Bid #16-612 Reprographic Paper for the period of July 1, 2016 through June 30, 2017 in the amount of \$1,523,521.40 to the following recommended vendors:

Lindenmeyr Munroe	\$ 7,039.00
Paper Mart, Inc.	910,247.90
W.B. Mason	606,234.50

Bucks County Intermediate Unit # 22 Board Minutes

# **APPROVAL OF COOPERATIVE PURCHASING BID**

Approved to award the Bucks County Schools Cooperative Purchasing Bid #16-604 for Custodial Supplies for the period of June 1, 2016 through May 31, 2017 in the approximate amount of \$391,687.62 to the following recommended vendors:

AGF Company	\$	5,242.69	
Calico Industries, Inc.		16,259.12	
Central Poly Bag Corporation		24,457.16	
Franklin Cleaning Equipment & Supply Co.	1	7,183.48	
Fuller Paper Co.		9,254.63	
Hillyard Delaware Valley		95,066.14	
Indco, Inc.		6,631.70	jp/
Interboro Packaging Corporation	1	12,795.94	1
Interline Brands, Inc. dba SupplyWorks	s. ,	16,874.91	
Jersey Paper Plus	₩ //	3,086.05	
Joseph Gartland, Inc./Beautiful Rags	63.	1,517.25	
L.J.C. Janitorial Distributors Fuller Brush Company	1	19,396.85	
Northeast Janitorial Supply	N	21,854.77	
Penn Jersey Paper Company		33,977.35	
Penn Valley Chemical Co., Inc.	1	11,914.50	
Pennsylvania Paper and Supply Company, Inc.		42,200.04	
Philip Rosenau, Inc.		15,658.05	
Pyramid School Products		11,428.13	
Quill Corporation		9,525.49	
Singer Equipment Company, Inc.		9,217.62	
The Sherwin-Williams Company		7,612.50	
Unipak, Corp.		9,947.50	
Veritiv Operating Company		585.75	
and the second			

# APPROVAL OF PROPOSAL

Approved the Proposal with Children's Village for a Staff Development Workshop during the Winter 2016 in the revenue amount of \$1,500. (Refer to Proposal in March 15, 2016 Board Agenda)

# APPROVAL OF AGREEMENT

Approved the Consultant Agreement with Dr. Suzanne Laverick-Stone for Early Childhood and School Age curriculum services for the period of February 17, 2016 through June 30, 2016 in the amount not to exceed \$10,000. (Refer to Agreement in March 15, 2016 Board Agenda)

#### APPROVAL OF AGREEMENT

Approved the 2015-2016 Title I Nonpublic Remedial Reading Instruction contract with Pennridge School District for the period of August 25, 2015 through June 30, 2016 for a revenue amount of \$6,171.54. (Refer to Contract in March 15, 2016 Board Agenda)

# APPROVAL OF CONTRACTS AND PURCHASES

Approved the following Contracts and Purchases for the month of March for the total amount of \$148,131.92:

CONTRACTS & AMENDMENTS Michael Carroll, AAW Associates	<b>DESCRIPTION</b> Workshop Presenter Agreement on May 6, 2016	BUDGET Local In-Service	<b>AMOUNT</b> \$2,500.00
Robert G. Holbrook, Ed.D.	Consultant Services for Priority Schools and ARL's	Priority Schools	10,000.00
Larry Martin, LLC	Additional Consulting for the 2015- 2016 School Year	Professional Development	10,000.00
		Sub-Total:	\$22,500.00
CONTRACT RENEWALS	DESCRIPTION	BUDGET	AMOUNT
Contract Logix	Contract Logix Software Renewal	Finance	\$1,550.00
	3/30/16 - 3/29/17	Human Resources	1,550.00
Gene Michael Productions, Inc.	Music Web Lease Agreement Renewal 4/4/16 - 4/3/17	Technology Services	200.00
CONTRACT RENEWALS	DESCRIPTION	BUDGET	AMOUNT
Quakertown Community School District	Haycock Elementary School Lease for 2016-2017 School Year	Early Intervention	39,864.60
Voyager Explanded Learning, Inc (Learning A- Z)	Membership Renewal for 2016	Non-Public Program	1,899.00
Western Pest	Additional Pest Elimination Agreement for St. Thomas Aquinas School	Head Start	500.00
Ziften Technologies	Ziften Enterprise Subscription 11/20/2015 - 11/19/2016	Technology Services	12,000.00
		Sub-Total:	\$57,563.60
PURCHASES	DESCRIPTION	BUDGET	AMOUNT
Curriculum Associates	i-Ready Diagnostic and Instructional Math and Reading	Title 1 Non- Public	\$32,500.00

Bucks County Intermediate Unit # 22 Board Minutes

# Board Approved 4/19/2016

Dynamic Network Services, Inc.	QPS Additional Services	Technology Services	763.93
Lightspeed Technologies	Audiology Equipment - Two (2) Redcat Access and Battery w/Flexmike	IDEA	8,736.00
Penn Pump & Equipment, Inc.	Replacement of Sewer Grinder Pump	Facility Services	6,126.00
Phonak LLC (DBA: Phonak Hearing Systems)	Various Audiology Equipment	IDEA	19,942.39
		Sub-Total:	\$68,068.32
		Grand Total:	<u>\$148,131.92</u>

# APPROVAL OF CONTRACT

Approved to accept the contract signed with Constellation NewEnergy through Provident Consulting, LLC for the purchase of electricity from July 7, 2017 through July 24, 2019 in the amount of \$.03791 per kWh as per Board Motion dated January 19, 2016.

# APPROVAL OF HEAD START/EARLY HEAD START ITEMS

Approved the Head Start/Early Head Start Items for March 2016. (Refer to Report in March 15, 2016 Board Agenda)

# **APPROVAL OF HUMAN RESOURCES ITEMS**

Approved the Human Resources items (A through G) for March 2016. (Refer to attached Report dated March 15, 2016).

**INFORMATION ITEMS:** (1) Transportation Contracts for the 2015-2016 School Year (2) Rebecca Malamis, Esq. provided a Legislative Report.

**OLD BUSINESS** - None

**NEW BUSINESS** – None

**PUBLIC PARTICIPATION** - None

#### **ADJOURNMENT**

Upon a motion by Mr. John D'Angelo, seconded by Mr. Ronald Jackson, and passed by unanimous voice vote of nine (9) Board Members, the Board agreed to adjourn the meeting.

The meeting adjourned at 8:10 PM.

Bucks County Intermediate Unit # 22 Board Minutes

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# NEXT MEETING

The next regularly scheduled meeting of the Bucks County Intermediate Unit #22 Board of School Directors is: **Tuesday, April 19, 2016 at 7:00 PM** at the Administration Building, 705 N. Shady Retreat Road, Doylestown, PA 18901.

Respectfully Submitted,

Elizabeth Bittermaster-

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

Bucks County Intermediate Unit # 22 Board Minutes

# MIDDLE BUCKS INSTITUTE OF TECHNOLOGY EXECUTIVE COUNCIL MINUTES March 14, 2016

I. The regular meeting of the MBIT Executive Council was convened on Monday, March 14, 2016 at 5:34 p.m. by Dr. Bill Foster, 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**

Mrs. Beth Darcy, Central Bucks S.D. Ms. Kati Driban, Centennial S.D. Dr. Bill Foster, Council Rock S.D. Mr. Charles Kleinschmidt, Centennial S.D. Mr. Mark B. Miller, Centennial S.D. Mrs. Wendi Thomas, Council Rock S.D.

#### Absent

Mr. John Capriotti, New-Hope Solebury S.D., Mr. John Gamble, Central Bucks S.D. Mrs. Karen Smith, Central Bucks S.D.

#### **Others in Attendance:**

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 Mr. James Davey, Multimedia Technology Teacher and Multimedia Technology Students Zachary Field and Tanner McGrath.
- III. Dr. Foster reported that the Middle Bucks Institute of Technology chapter of the National Technical Honor Society (NTHS) inducted twenty three new student members and one honorary member on March 3<sup>rd</sup>. Mr. Robert Long was inducted as an honorary member of the National Technical Honor Society. He has served on the Middle Bucks AVTS Authority as the Representative for the New Hope Solebury School District for the past 35 years. Dr. Foster said that we are very proud of this year's inductees.

Dr. Foster also shared that Olivia Chwieroth, a student in our Dental Occupations program, was the recipient of the Pennsylvania Association of Career and Technical Education Special Populations Student of the Year Award for overcoming educational challenges. The award was presented to her by Dr. Pedro Rivera, the Secretary of Education. Dr. Foster concluded his report by stating that on Monday, March 7<sup>th</sup>, Mrs. Strouse, our Director and Mrs. Swoyer, our Work-based Education Coordinator, participated in a round table discussion on labor market needs in Bucks County with Ms. Kathy Manderino, the Secretary of Labor and Industry.

- IV. Ms. Driban said she is always proud of our students and they continue to amaze and impress. Dr. Foster said the story about Olivia Chwieroth is fantastic and another reminder as to why we are here.
- V. Ms. Driban moved, Mrs. Darcy seconded, **<u>passed</u>** unanimously, to approve the minutes of the February 8, 2016 meeting. Attachment 1 (pg. 7)
- VI. Routine Business:
  - A. Administrative Report
    - 1. Mrs. Dohoney introduced Mr. Davey, Multimedia Technology Teacher and students Zachary Field and Tanner McGrath. Mr. Davey and the students shared information about the process involved in the creation of the video and what they learned from this production.

Mrs. Strouse explained that we also surveyed a group of middle school and high school students that were not affiliated with our school to get their input and to be sure the message we wanted to communicate with the video got across to those students. Mrs. Strouse shared the survey questions and answers. As a result of the feedback, more student testimonials were added to the video.

The Executive Council viewed the new Middle Bucks promotional video.

Mr. Miller said the video was well done and asked that it be available online. He has a concern that funding for Career and Technical Education will be jeopardized under ESSA and he would like to share the video as a legislative tool.

Dr. Foster said the video was amazing, told the story of Middle Bucks and is exactly what we needed. Both Dr. Foster and Mrs. Strouse thanked the students.

- B. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to receive and file MBIT's update including activities/events, correspondence and related matters as per Attachment 2 (pg. 13)
- C. Committee Reports
  - 1. The Professional Advisory Council meeting scheduled on Tuesday, March 1, 2016 at Noon was cancelled. Dr. David Weitzel, Chairperson Attachment 3 (pg. 16)

- 2. Mr. Kleinschmidt, Chairperson of the Finance Committee was not able to attend the meeting. Dr. Foster said a number of the items that were discussed are on the agenda. Mrs. Darcy added that Mr. Vining did a great job of bringing the committee up to date and it's all in the packet. Attachment 4 (pg. 17)
- 3. Dr. Foster said to see the attachment in the packet for the Building, Security and Technology Committee meeting. Attachment 5 (pg. 18)
- 4. Mrs. Thomas said most of the items discussed at the Program, Policy and Personnel Committee meeting are on the agenda. Attachment 6 (pg. 19)
- D. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve the Cash Payments Report for February. Attachment 7 (pg. 20)
- E. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve the Treasurer's Report for January. Attachment 8 (pg. 37)
- VII. Current Agenda Items
  - A. Personnel Items
    - 1. Ms. Driban moved, Mrs. Darcy seconded, **passed** unanimously, to ratify the qualifying leave of absence consistent with Policy #435.1 Family and Medical Leave for Marsha Moyer, Health Sciences Teacher, effective February 16, 2016.
    - 2. Ms. Driban moved, Mrs. Darcy seconded, **passed** unanimously, to ratify the qualifying leave of absence consistent with Policy #535.1 Family and Medical Leave for Susan Burns, Instructional Assistant, effective February 19, 2016.
    - 3. Ms. Driban moved, Mrs. Darcy seconded, **passed** unanimously, to ratify the qualifying leave of absence consistent with Policy #535.1 Family and Medical Leave for Jacqueline Menkes, Instructional Assistant, effective February 29, 2016.
    - Ms. Driban moved, Mrs. Darcy seconded, passed unanimously, to approve the employment of Judy Davey as Long-Term Substitute Nurse, Hours: 7:30 AM – 3:00 PM, effective for the 2016-17 school calendar year, at an annual salary of \$56,111 with benefits.

Mrs. Strouse informed the Executive Council that Mrs. Davey is an immediate relative of a staff member.

5. Ms. Driban moved, Mrs. Darcy seconded, **passed** unanimously, to ratify employment of the additional spring 2016 Adult Evening School staff. Attachment 9 (pg. 54)

- 6. Ms. Driban moved, Mrs. Darcy seconded, **passed** unanimously, to approve the staffing for the 2016 Summer Career Exploration programs, with statutory benefits only. Attachment 10 (pg. 55)
- B. Policies
  - Ms. Driban moved, Mrs. Darcy seconded, <u>passed</u> unanimously, to accept for first reading new Policy No. 307 – Student Teachers/Interns in the Employees Section. Attachment 11 (pg. 56)
  - Ms. Driban moved, Mrs. Darcy seconded, <u>passed</u> unanimously, to accept for first reading new Policy No. 824 – Maintaining Professional Adult/Student Boundaries in the Operations Section. Attachment 12 (pg. 58)

Dr. Foster requested that there be a reference to 18 Pa. C.S. §3124.2 in the margin.

- Ms. Driban moved, Mrs. Darcy seconded, <u>passed</u> unanimously, to accept for first reading new Policy No. 916 – Volunteers in the Community Section. Attachment 13 (pg. 65)
- C. Other Matters for Consideration
  - 1. Ms. Driban moved, Mr. Miller seconded, <u>passed</u> unanimously, to approve the proposed Middle Bucks Institute of Technology 2016-2017 General Fund Budget. (Enclosure)

Mr. Miller commented that the Administration and the Business Manager have done a good job of keeping things within the index, especially with the constraints this year.

Dr. Foster mentioned that Council Rock is working to understand the adjustments and how their school district has handled the reconciliation through the years. Mrs. Thomas added that it will be rectified. One of the things they will do is to apply any adjustments in the same year that they occur, rather than postpone it.

- 2. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve the proposed Middle Bucks Institute of Technology various non-major fund budgets for 2016-2017. (Enclosure)
- 3. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to authorize the Business Office to solicit bids for lab supplies for the 2016/2017 school year.

- 4. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to authorize the administration to utilize Capital reserve funds to repair AirFlow extraction flex arms in Welding as per West Penn Associates dba Effective Controls East Quotation LD16-H0136 dated February 8, 2016 for \$7,564.00. Attachment 14 (pg. 70)
- Ms. Driban moved, Mr. Miller seconded, <u>passed</u> unanimously, to ratify the additional members of the Comprehensive Planning Steering Committee. Attachment 15 (pg. 72)
- 6. Ms. Driban moved, Mr. Miller seconded, **<u>passed</u>** unanimously, to receive and file the February 18, 2016 Middle Bucks Area Vocational Technical School Authority Minutes. Attachment 16 (pg. 73)
- Ms. Driban moved, Mr. Miller seconded, <u>passed</u> unanimously, to receive and file the January 15, 2016 Local Advisory Council Minutes. Attachment 17 (pg. 77)
- 8. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to receive and file the Summary Appraisal Report for Insurance Purposes for Middle Bucks Institute of Technology dated October 31. 2015. Attachment 18 (pg. 82)
- 9. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve and implement the contracts for the Perkins Grant (Federal) for the 2015-2016 school year. Attachment 19 (pg. 97)
- Ms. Driban moved, Mr. Miller seconded, <u>passed</u> unanimously, to approve the professional engineering service agreement with Consolidated Engineers for the Hot Water System Feasibility Study and Energy Efficient Replacement Design at a cost of \$14,900 to be paid from the Bond Construction Fund. Attachment 20 (pg. 98)
- 11. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve the professional engineering service agreement with Consolidated Engineers for the Main Electrical Dual 5KV Switch Feasibility Study and Replacement at a cost of \$7,500 to be paid from the Bond Construction Fund. Attachment 21 (pg. 101)
- 12. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve using Alert Solutions as MBIT's rapid notification system for a period of three years (36 months) beginning July 1, 2016 at the price of \$1,722.00 for year one and \$1,347.50 for each of the next two years. Attachment 22 (pg. 104)
- 13. Ms. Driban moved, Mr. Miller seconded, **passed** unanimously, to approve budget transfers. Attachment 23 (pg. 107)

VIII. Ms. Driban moved, Mrs. Darcy seconded, **<u>passed</u>** unanimously, to adjourn the March 14, 2016 meeting of the MBIT Executive Council at 6:04 PM.

Respectfully submitted,

Kati Driban Secretary Roberta Jackiewicz Assistant Secretary

# CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

# May 10, 2016

### FOR ACTION: Accounts Payable Check Register Approval

The Accounts Payable Check Registers included herein provide a listing of payment transactions for Fund 1 checks dated April 30, 2016 and May 5, 2016; and Fund 3 checks dated April 25, 2016 and May 4, 2016.

#### **RECOMMENDATION:**

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The administration is recommending that the Board approve the payment transactions listed in the Check Registers as noted above.

#### Bank Account - Check Details by Date Central Bucks School District

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p/p

May 2, 2016 2:12 PM Page 1 MPINTO

Bank Account: No.: TD GENERAL AP, Date Filter: 04/30/16 Check Ledger: Bank Account No.: TD GENERAL AP

Date	Check No.	Vendor No.	Vendor Name	Amount	Volded Amount Entry Status
TD GENERAL AP		TD Bank, N./	Α.		
04/30/16	191889	13986	CA SDU	85.93	0.00 Posted
04/30/16	191890	009920	CBEA	72,157.76	0.00 Posted
04/30/16	191891	009921	CBESPA	16,316.72	0.00 Posted
04/30/16	191892	009923	СВТА	1,725.53	0.00 Posted
04/30/16	191893	010067	PHEAA	625.00	0.00 Posted
04/30/16	191894	010100	UNITED WAY OF BUCKS CO	265.82	0.00 Posted
			Totals for 04/30/16	91,176.76	0.00

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Bank Account - Check Details by Date

Bank Account: No.: TD GENERAL AP, Date Filter: 05/05/16 Check Ledger: Bank Account No.: TD GENERAL AP

Check No.

191933

191934

191935

191936

191937

191938

191939

191940

191941

191942

191943

10245

G09649

17384

005883

13460

001518

17748

16456

B04135

8519

05/05/16

05/05/16

05/05/16

05/05/16

05/05/16

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05/05/16

05/05/16

Central Bucks School District

Date

fund

Vendor Name

Vendor No.

May 5, 2016 8:26 AM Page 1 **MPINTO** 

Voided

Amount

Amount Entry Status

TD GENERAL AP TD Bank, N.A. ACE MAINTENANCE 259.48 0.00 Posted 191895 000044 05/05/16 0.00 Posted ADVANCED PROTECTION COMPANY 115.00 18120 191896 05/05/16 564.00 0.00 Posted ALLEN INC., GEORGE C. 000126 05/05/16 191897 0.00 Posted ANEESH DANIEL GEEVARGHESE 75.65 05/05/16 191898 F08044 0.00 Posted 483.76 APPERSON EDUCATION PRODUCTS 16823 191899 05/05/16 0.00 Posted APPLE INC. 4,377.00 17295 191900 05/05/16 0.00 Posted 1.241.98 8554 AQUA PA 05/05/16 191901 0.00 Posted 138.37 ARAMARK 05/05/16 191902 17391 0.00 Posted 1,072.50 7491 ASEPSIS 05/05/16 191903 0.00 Posted 398.50 13066 ATTAINMENT COMPANY, INC. 191904 05/05/16 0.00 Posted AUSTILL'S REHABILITATION SERVICE 151.527.66 16228 05/05/16 191905 AUSTIN PLASTICS & SUPPLY, INC. 332.00 0.00 Posted 17940 191906 05/05/16 0.00 Posted 1,443.49 BARCO PRODUCTS COMPANY 191907 8640 05/05/16 0.00 Posted 463.00 **BEARINGS & DRIVES UNLIMITED** 000495 191908 05/05/16 0.00 Posted 350.90 BENCHMARK EDUCATION 191909 5149 05/05/16 0.00 Posted BERGER, SCOTT 171.34 F08002 191910 05/05/16 18,427.05 0.00 Posted **BIGR.IO/ BIG VAR, LLC** 16859 05/05/16 191911 436.20 0.00 Posted BRACE, KATHLEEN G09361 191912 05/05/16 0.00 Posted BRANDYWINE ELEVATOR GROUP 467.50 17896 05/05/16 191913 0.00 Posted 447.50 BRENNAN, JOANNA E07117 05/05/16 191914 0.00 Posted 49.28 **BRIAN FILIPS** 191915 18212 05/05/16 0.00 Posted 98.58 BROWN UNIVERSITY 11879 05/05/16 191916 633.00 0.00 Posted BRUMBAUGH, KERRI 191917 G09492 05/05/16 0.00 Posted 270.10 **BRYAN NEWFIELD** 191918 18520 05/05/16 0.00 Posted 119.94 **BSN SPORTS/US GAMES** 004740 191919 05/05/16 0.00 Posted BUCKINGHAM TWP WATER & SEWER 8,117.68 191920 000693 05/05/16 99.90 0.00 Posted BUCKS BEVERAGE 18231 05/05/16 191921 0.00 Posted 4,740.00 BUCKS COUNTY IU #22 191922 000720 05/05/16 0.00 Posted BUCKS COUNTY WATER & SEWER 1,547.22 000738 191923 05/05/16 0.00 Posted 24,327.00 BUCKS LEARNING ACADEMY 191924 17116 05/05/16 0.00 Posted 1,184.05 BUILDING SPECIALTIES 191925 003442 05/05/16 307.94 0.00 Posted BUTTERFLIES & BLUEBERRIES, INC. 18230 191926 05/05/16 0.00 Posted 31.60 CAR QUEST 191927 004433 05/05/16 0.00 Posted 224.98 G09731 CARAVELLA, GINA 05/05/16 191928 0.00 Posted CARBON LEHIGH INTERMEDIATE UNI 4,539.00 16514 05/05/16 191929 0.00 Posted 65.10 CDW GOVERNMENT 5699 05/05/16 191930 CHESTER COUNTY INTERMEDIATE U 0.00 Posted 5,670.43 191931 3514 05/05/16 0.00 Posted 330.00 CIRCLE SPEECH SERVICES 191932 18500 05/05/16 1,154.38 0.00 Posted CNB SEWER AUTHORITY 001020

COMMONWEALTH' CONNECTIONS AC

COMPREHENSIVE LEARNING CENTE

COOLEY, BRANDY

COPS MONITORING

CORTINEO CREATIVE

CREATIVE AWNINGS, INC.

D ARMSTRONG INSTALLATIONS

CRESS GAS COMPANY

DAILEY, SUZANNE

CSG-GC

0.00 Posted

140,769.00

18,200.00

626.00

9.28

73.13

318.00

158.40

9,875.00

2,345.00

126.27

# Bank Account - Check Details by Date

Central Bucks School District

Bank Account: No.: TD GENERAL AP, Date Filter: 05/05/16 Check Ledger: Bank Account No.: TD GENERAL AP

Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount	Entry Status	
TD GENERAL AP		TD Bank, N.A	λ.				
05/05/16	191944	004598	DAVID A NOVER. M.D., P.C.	2,000.00	0.00	Posted	
05/05/16	191945	001620	DELCREST MEDICAL PRODUCTS	59.00	0.00	Posted	
05/05/16	191946	001692	DEMCO	1,149.52	0.00	Posted	
05/05/16	191947	G09714	DILG, CLIFFORD	104.83	0.00	Posted	
05/05/16	191948	14152	DIRECT ENERGY	11,338.23	0.00	Posted	
05/05/16	191949	001878	DOYLESTOWN ELEC. SUPPLY CO.	29.16	0.00	Posted	
05/05/16	191950	001896	DOYLESTOWN GLASS CO.	545.00	0.00	Posted	
05/05/16	191951	14214	DRY, DENEEN	60.00	0.00	Posted	
05/05/16	191952	001975	DSI MEDICAL SERVICES INC.	125.00	0.00	Posted	
05/05/16	191953	17041	EDUCATION INC	540.00	0.00	Posted	
05/05/16	191954	002114	EDUCATION WEEK	79.00	0.00	Posted	
05/05/16	191955	17216	EDUCERE, LLC	744.00	0.00	Posted	
05/05/16	191956	G09777	FARLEY, ANNETTE	65.00	0.00	Posted	
05/05/16	191957	002348	FELS SUPPLY CO., INC.	1,653.00	0.00	Posted	
05/05/16	191958	16807	FIDLER, JESSICA	375.00	0.00	Posted	
05/05/16	191959	18207	FINELLI, JENNIFER & PETER	150.00	0.00	Posted	
	191960	17175	FLOTRAN PNEU-DRAULICS INC	102.50	0.00	Posted	
05/05/16	191961	18461	FOREST SCIENTIFIC CORPORATION	500.00	0.00	Posted	
05/05/16	191962	18345	FSI INDUSTRIES	751.16	0.00	Posted	
05/05/16		15099	FUN AND FUNCTION	172.81	0.00	Posted	
05/05/16	191963		GANTER SOUTH SERVICES	959.16	0.00	Posted	
05/05/16	191964	18418	GDF SUEZ ENERGY RESOURCES NA	0.00	0.00	Voided	
05/05/16	191965	17138	GDF SUEZ ENERGY RESOURCES NA	41,972.22	0.00	Posted	
05/05/16	191966	17138	GLEICHER, MICHAEL	312,50	0.00	Posted	
05/05/16	191967	G09306	GLOBAL INDUSTRIES.COM	501.95	0.00	Posted	
05/05/16	191968	18420	GLOBE TICKET AND LABEL	250.00	0.00	Posted	
05/05/16	191969	18468		481.56		Posted	
05/05/16	191970	002757		350.00		Posted	
05/05/16	191971	002839	GROVE SUPPLY, INC.	145.57		Posted	
05/05/16	191972	14290	H. C. NYE COMPANY	3,781.00		Posted	
05/05/16	191973	G09303	HADFIELD, J. LUKE	1,090.00		Posted	
05/05/16	191974	002882	HAGEY COACH	0.00		Voided	
05/05/16	191975	002892	HAJOCA CORPORATION			Posted	
05/05/16	191976	002892	HAJOCA CORPORATION	2,415.54 685.84		Posted	
05/05/16	191977	8618	HARTZELL, GLENN M.			Posted	
05/05/16	191978	003534	HERFF JONES, INC.	2,448.32		Posted	
05/05/16	191979	18170	HOLICONG POST OFFICE	600.00			
05/05/16	191980	003192	HOUGHTON MIFFLIN HARCOURT	6,000.00		Posted	
05/05/16	191981	G09780	HUNT, HENRY	273.82		Posted	
05/05/16	191982	1914	INDUSTRIAL CONTROLS DISTRIBUTO	966.03		Posted	
05/05/16	191983	003364	INTEGRA ONE	11,780.00		) Posted	
05/05/16	191984	G09470	JAEDICKE, LESLIE	98.27		) Posted	
05/05/16	191985	008419	JAFFE, JASON	152.18		) Posted	
05/05/16	191986	3526	JOHNSON CONTROLS CO.	6,216.00		) Posted	
05/05/16	191987	16385	JONES SCHOOL SUPPLY CO	250.43		) Posted	
05/05/16	191988	17259	K12 ENTERPRISE	722.50		) Posted	
05/05/16	191989	364	KAEDEN BOOKS	213.84		) Posted	
05/05/16	191990	008454	KAHLEY, JEANANN M	239.07		) Posted	
05/05/16	191991	003586	KAPLAN EARLY LEARNING CO.	728.06		) Posted	
05/05/16	191992	003607	KELLY'S SPORTS LTD.	1,435.98	0.0	) Posted 115/153	

#### Bank Account - Check Details by Date Central Bucks School District

Bank Account: No.: TD GENERAL AP, Date Filter: 05/05/16 Check Ledger: Bank Account No.: TD GENERAL AP

Voided

Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount	Entry Status
TD GENERAL AP		TD Bank, N./	۹.			
05/05/16	191993	3620	KEYSTONE TREE EXPERTS	460.00		Posted
05/05/16	191994	E07000	KISTNER, RUTH	189.99		Posted
05/05/16	191995	003744	KURTZ BROS	389.47	0.00	Posted
05/05/16	191996	17922	KURTZ CONSTRUCTION COMPANY	450.00	0.00	Posted
05/05/16	191997	003777	LAKESIDE EDUCATIONAL NETWORK	60,749.00	0.00	Posted
05/05/16	191998	17388	LEAH MURPHY, PSY.D.	100.00	0.00	Posted
05/05/16	191999	11561	LEARNING A-Z	109.95	0.00	Posted
05/05/16	192000	004096	MARSCHALL ASSOC. INC.	185.00	0.00	Posted
05/05/16	192001	14285	MARTIN STONE QUARRIES	1,581.68	0.00	Posted
05/05/16	192002	004097	MARVIC SUPPLY CO., INC.	18.10	0.00	Posted
05/05/16	192003	18501	MEGHAN SHARMAN	300.00	0.00	Posted
05/05/16	192004	004234	MICHEL CO INC, R.E.	592.47	0.00	Posted
05/05/16	192005	18417	MIKE'S LOCK SHOP	586.25	0.00	Posted
05/05/16	192006	004246	MIKULA, RICK	350.00	0.00	Posted
05/05/16	192007	G09775	MITCHELL, LAURIE	60.00	0.00	Posted
05/05/16	192008	D06023	MORAN, NANCY	26.88	0.00	Posted
05/05/16	192009	G09039	MOSKOWITZ, JAY	626.30	0.00	Posted
05/05/16	192010	G09746	MYERS, ELIZABETH	60.51	0.00	Posted
05/05/16	192011	G09724	MYERS, MICHELE	225.72	0.00	Posted
	192012	004422	NASCO.FORT ATKINSON	239.07	0.00	Posted
05/05/16	192012	G09776	NEARY, MARY	65.00	0.00	Posted
05/05/16		17799	NELSON WIRE ROPE	51.70	0.00	Posted
05/05/16	192014	11455	NEW HOPE ACADEMY	143,758.46	0.00	Posted
05/05/16	192015	004609	NORTH PENN WATER AUTHORITY	231.08	0.00	Posted
05/05/16	192016	004638	OFFICE BASICS	0.00	0.00	Voided
05/05/16	192017		OFFICE BASICS	0.00	0.00	Voided
05/05/16	192018	004638	OFFICE BASICS	0.00	0.00	Voided
05/05/16	192019	004638		0.00		Voided
05/05/16	192020	004638	OFFICE BASICS	4,686.96		Posted
05/05/16	192021	004638	OFFICE BASICS	118.88		Posted
05/05/16	192022	7170	ORIENTAL TRADING COMPANY, INC.	12,309.97		Posted
05/05/16	192023	9414		4,062.22		Posted
05/05/16	192024	18466	PACIFIC QUEST CORP			Posted
05/05/16	192025	G09781	PANITCH, REBECCA	111.78		Posted
05/05/16	192026	17739	PAPCO	59,419.47		Posted
05/05/16	192027	7564		122.60		Posted
05/05/16	192028	16764	PEARSON CLINICAL ASSESSMENTS	1,045.52		
05/05/16	192029	004770	PECO ENERGY	97,943.72		Posted
05/05/16	192030	16911	PEIRCE-PHELPS INC	340.05		Posted
05/05/16	192031	17946	PENN PUMP & EQUIPMENT CO	195.00		Posted
05/05/16	192032	17474	PENNER, MEREDITH	253.46		Posted
05/05/16	192033	4310	PERKINS/TP TRAILERS, INC.	175.00		Posted
05/05/16	192034	004921	PETTY CASH - KUTZ	210.35		Posted
05/05/16	192035	004918	PETTY CASH BUTLER	213.42		Posted
05/05/16	192036	004931	PETTY CASH CB-WEST HS	399.71		Posted
			PETTY CASH GROVELAND	122.57	0.00	Posted
05/05/16	192037	5811				
05/05/16 05/05/16	192037 192038	5811 4494	PETTY CASH-CURRICULUM	318.43		Posted
				318.43 172.80	0.00	Posted
05/05/16	192038	4494	PETTY CASH-CURRICULUM		0.00 0.00	

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Central Bucks School District

Bank Account: No.: TD GENERAL AP, Date Filter: 05/05/16 Check Ledger: Bank Account No.: TD GENERAL AP

Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount	Entry Status	
TD GENERAL AP		TD Bank, N.A	Α.				
05/05/16	192042	17866	PLUMSTEAD MATERIALS	387.83	0.00	Posted	
05/05/16	192043	005304	PUBLIC SCH EMP RET SYSTEM	10,873.70	0.00	Posted	
05/05/16	192044	005333	QUAKERTOWN COMMUNITY S. D.	1,186.56	0.00	Posted	
05/05/16	192045	4062	REALLY GOOD STUFF, INC.	253.68	0.00	Posted	
05/05/16	192046	18487	RESOURCE INTERIORS, LLC	281.76	0.00	Posted	
05/05/16	192047	005354	RMC CLEAN SWEEP, INC.	100.00	0.00	Posted	
05/05/16	192048	D06070	ROBINSON, MICHAEL	131.96	0.00	Posted	
05/05/16	192049	005544	RUSSO MUSIC CENTER	357.43	0.00	Posted	
05/05/16	192050	6375	S & G WATER CONDITIONING	4,795.00	0.00	Posted	
05/05/16	192051	G09307	SAUCHINITZ, ERIC	205.33	0.00	Posted	
05/05/16	192052	G09266	SAUERS, CHRISTINE	93.15	0.00	Posted	
05/05/16	192053	G09192	SCHERR, AMY	978.00	0.00	Posted	
05/05/16	192054	008825	SCHMIDT, BRIDGET	2,365.00	0.00	Posted	
05/05/16	192055	005604	SCHOLASTIC, INC	209.23	0.00	Posted	
05/05/16	192056	005633	SCHOOL SPECIALTY INC.	124.03	0.00	Posted	
05/05/16	192057	A01246	SCHROEDER, LTD PART I	2,084.96	0.00	Posted	
05/05/16	192058	16120	SECURITY AND DATA TECHNOLOGIE	14,145.00	0.00	Posted	
05/05/16	192059	18502	SHANNON VETTER	300.00	0.00	Posted	
05/05/16	192060	005730	SHERWIN WILLIAMS CO	81.78	0.00	Posted	
05/05/16	192061	G09006	SHILLINGFORD, KEVIN	1,756.00	0.00	Posted	
05/05/16	192062	16515	SHINING KNIGHTS	4,300.80	0.00	Posted	
05/05/16	192063	G09484	SILIANI, STEVEN	840.00	0.00	Posted	
05/05/16	192064	16101	SIMONS, KATHLEEN J.	60.00	0.00	Posted	
05/05/16	192065	18508	SMITH, KAREN	44.99	0.00	Posted	
05/05/16	192066	16642	SOCIAL THINKING	123.93	0.00	Posted	
05/05/16	192067	17345	SOUTHERN DUTCHESS NEWS	155.00	0.00	Posted	
05/05/16	192068	A00542	STAHL, SUZANNE S.	63.00	0.00	Posted	
05/05/16	192069	G09130	STASH, NANCY	80.64	0.00	Posted	
05/05/16	192070	G09782	STEINER, EMILY	1,042.50	0.00	Posted	
05/05/16	192071	5005	STEVE WEISS MUSIC	148.87	0.00	Posted	
05/05/16	192072	18470	STUDIO PRODUCTIONS, INC	877.65	0.00	Posted	
05/05/16	192073	8689	SUNESYS, INC.	3,300.00	0.00	Posted	
05/05/16	192074	3860	SUNTEX INTERNATIONAL, INC.	452.63	0.00	Posted	
05/05/16	192075	G09762	SWAN, JENNIFER	756.00	0.00	Posted	
05/05/16	192076	G09635	SWOYER, JENNIFER	36.23	0.00	Posted	
05/05/16	192077	16695	T SCHIEFER CONTRACTORS INC	3,440.00	0.00	Posted	
05/05/16	192078	001908	TAGUE LUMBER	304.78	0.00	Posted	
05/05/16	192079	B04017	TAYLOR, NICHOLAS	252.03	0.00	Posted	
	192080	008889	TELLY, EILEEN	279.68	0.00	Posted	
05/05/16 05/05/16	192081	000426	THE BAASE COMPANY	80.00	0.00	Posted	
	192082	17874	THE CONSERVATORY	275.00	0.00	Posted	
05/05/16 05/05/16	192083	17861	THE COPE COMPANY SALT	583.10	0.00	Posted	
	192083	12853	THE DEVEREUX FOUNDATION CTR	5,937.50	0.00	Posted	
05/05/16	192085	008486	THOMAS, DEBORAH	41.06	0.00	Posted	
05/05/16	192086	12620	TONER CABLE EQUIPMENT INC.	1,005.00	0.00	Posted	
05/05/16	192088	12020	TRI-COUNTY ELECTRICAL SUPPLY	551.50	0.00	) Posted	
05/05/16	192087	006204	TRI-STATE ELEVATOR CO., INC.	1,174.00	0.00	) Posted	
05/05/16	192088	2672	TRISTATE HVAC EQUIPMENT	1,128.28		) Posted	
05/05/16		13069	ULINE, INC.	346.80	0.00	) Posted	
05/05/16	192090	10000	o 2			117/ <sup>.</sup>	153

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Bank Account: No.: TD GENERAL AP, Date Filter: 05/05/16 Check Ledger: Bank Account No.: TD GENERAL AP

Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount	Entry Status	
TD GENERAL AP		TD Bank, N./	Α.				
05/05/16	192091	006268	UNITED REFRIGERATION INC.	483.74		Posted	
05/05/16	192092	11768	VALLEY DAY SCHOOL	5,720.00		Posted	
05/05/16	192093	14700	VECTOR SECURITY	1,041.00	0.00	Posted	
05/05/16	192094	000511	VERIZON	355.95		Posted	
05/05/16	192095	G09610	VETOVICH, KRISTINA	46.37		Posted	
05/05/16	192096	18059	VICTORY GARDENS	60.00	0.00	Posted	
05/05/16	192097	16343	DESK A DOO	42.85	0.00	Posted	
05/05/16	192098	14441	WARREN F. DELONG, INC.	2,623.00	0.00	Posted	
05/05/16	192099	006480	WARRINGTON POSTMASTER	706.40	0.00	Posted	
05/05/16	192100	006498	WARWICK TOWNSHIP	300.00	0.00	Posted	
05/05/16	192101	16671	WASTE MANAGEMENT	669.00	0.00	Posted	
05/05/16	192102	G09747	WETZEL, SHARON	44.68	0.00	Posted	
05/05/16	192103	16553	WILLIS OF PENNSYLVANIA, INC	553.00	0.00	Posted	
05/05/16	192104	008964	WODYKA, SHARON	206.26	0.00	Posted	
05/05/16	192105	G09074	WOOD, COURTNEY	221.03	0.00	Posted	
05/05/16	192106	006702	YOUNGS INC.	492.95	0.00	Posted	
05/05/16	C009548	5818	B & H PHOTO-VIDEO, INC.	18.90	0.00	Posted	
05/05/16	C009549	001221	COLONIAL ELECTRIC SUPPLY, INC.	134.25	0.00	Posted	
05/05/16	C009550	001221	COLONIAL ELECTRIC SUPPLY, INC.	140.02	0.00	Posted	
05/05/16	C009551	001221	COLONIAL ELECTRIC SUPPLY, INC.	231.36	- 0.00	Posted	
05/05/16	C009552	001221	COLONIAL ELECTRIC SUPPLY, INC.	105.33	0.00	) Posted	
05/05/16	C009553	001221	COLONIAL ELECTRIC SUPPLY, INC.	409.06	0.00	) Posted	
05/05/16	C009554	001221	COLONIAL ELECTRIC SUPPLY, INC.	76.00	0.00	) Posted	
05/05/16	C009555	001221	COLONIAL ELECTRIC SUPPLY, INC.	694.08	0.00	) Posted	
	C009556	001221	COLONIAL ELECTRIC SUPPLY, INC.	47.77	0.00	) Posted	
05/05/16	C009557	001221	COLONIAL ELECTRIC SUPPLY, INC.	469.18	0.00	) Posted	
05/05/16	C009558	001221	COLONIAL ELECTRIC SUPPLY, INC.	499.32	0.00	) Posted	
05/05/16	C009559	001221	COLONIAL ELECTRIC SUPPLY, INC.	231.36	0.00	Posted	
05/05/16	C009560	001221	COLONIAL ELECTRIC SUPPLY, INC.	122.66	0.00	) Posted	
05/05/16	C009561	001221	COLONIAL ELECTRIC SUPPLY, INC.	183.96	0.0	D Posted	
05/05/16 05/05/16	C009562	001221	COLONIAL ELECTRIC SUPPLY, INC.	130.45	0.0	0 Posted	
05/05/16	C009563	001221	COLONIAL ELECTRIC SUPPLY, INC.	92.70	0.0	0 Posted	
05/05/16	C009564	001221	COLONIAL ELECTRIC SUPPLY, INC.	493.30	0.0	0 Posted	
	C009565	001221	COLONIAL ELECTRIC SUPPLY, INC.	64.82	0.0	0 Posted	
05/05/16	C009566	001221	COLONIAL ELECTRIC SUPPLY, INC.	101.15	0.0	0 Posted	
05/05/16	C009567	001221	COLONIAL ELECTRIC SUPPLY, INC.	12.64	0.0	0 Posted	
05/05/16	C009568	001221	COLONIAL ELECTRIC SUPPLY, INC.	375.50	0.0	0 Posted	
05/05/16	C009569	001221	COLONIAL ELECTRIC SUPPLY, INC.	185.40	0.0	0 Posted	
05/05/16	C009570	001221	COLONIAL ELECTRIC SUPPLY, INC.	118.92	0.0	0 Posted	
05/05/16	C009570	001221	COLONIAL ELECTRIC SUPPLY, INC.	9.48	0.0	0 Posted	
05/05/16		001221	COLONIAL ELECTRIC SUPPLY, INC.	2,028.00	0.0	0 Posted	
05/05/16	C009572	001221	COLONIAL ELECTRIC SUPPLY, INC.	148.90	0.0	0 Posted	
05/05/16	C009573	001221	COLONIAL ELECTRIC SUPPLY, INC.	37.65	0.0	0 Posted	
05/05/16	C009574	001221	COLONIAL ELECTRIC SUPPLY, INC.	148.90	0.0	0 Posted	
05/05/16	C009575	001221	COLONIAL ELECTRIC SUPPLY, INC.	275.84	0.0	0 Posted	
05/05/16	C009576	11773	CRITERION LABORATORIES, INC.	417.00	0.0	0 Posted	
05/05/16	C009577		DUFF SUPPLY CO.	78.03	0.0	0 Posted	
05/05/16	C009578	001980	DUFF SUPPLY CO.	628.55	0.0	0 Posted	
05/05/16	C009579	001980	DUFF SUPPLY CO.	1,222.33	0.0	0 Posted	
05/05/16	C009580	001980					118/153

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## Bank Account - Check Details by Date

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Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount Entry Status	
TD GENERAL AP		TD Bank, N./	λ.			
05/05/16	C009581	002438	FOLLETT SCHOOL SOLUTIONS, INC	267.96	0.00 Posted	
05/05/16	C009582	1030	JOHNSTONE SUPPLY	320.00	0.00 Posted	
05/05/16	C009583	1030	JOHNSTONE SUPPLY	102.45	0.00 Posted	
05/05/16	C009584	14115	LORBER PLUMBING	118.37	0.00 Posted	
05/05/16	C009585	14115	LORBER PLUMBING	20.47	<ul> <li>0.00 Posted</li> </ul>	
05/05/16	C009586	14115	LORBER PLUMBING	210.00	0.00 Posted	
05/05/16	C009587	14115	LORBER PLUMBING	35.92	0.00 Posted	
05/05/16	C009588	14115	LORBER PLUMBING	158.77	0.00 Posted	
05/05/16	C009589	14115	LORBER PLUMBING	32.33	0.00 Posted	
05/05/16	C009590	14115	LORBER PLUMBING	8.49	0.00 Posted	
05/05/16	C009591	14115	LORBER PLUMBING	67.89	0.00 Posted	
05/05/16	C009592	14115	LORBER PLUMBING	16.16	0.00 Posted	
05/05/16	C009593	005524	PHILIP ROSENAU CO., INC.	465.69	0.00 Posted	
05/05/16	C009594	005524	PHILIP ROSENAU CO., INC.	55.20	0.00 Posted	
05/05/16	C009595	005524	PHILIP ROSENAU CO., INC.	276.16	0.00 Posted	
05/05/16	C009596	005524	PHILIP ROSENAU CO., INC.	63.54	0.00 Posted	
05/05/16	C009597	005524	PHILIP ROSENAU CO., INC.	96.33	0.00 Posted	
05/05/16	C009598	005524	PHILIP ROSENAU CO., INC.	173.71	0.00 Posted	
05/05/16	C009599	005524	PHILIP ROSENAU CO., INC.	2,569.03	0.00 Posted	
05/05/16	C009600	005524	PHILIP ROSENAU CO., INC.	220.85	0.00 Posted	
05/05/16	C009601	005524	PHILIP ROSENAU CO., INC.	115.72	0.00 Posted	
05/05/16	C009602	10073	RIDDELL/ALL AMERICAN SPORTS CO	9,489.38	0.00 Posted	
05/05/16	C009603	5558	WEINSTEIN SUPPLY	14.83	0.00 Posted	
05/05/16	C009604	5558	WEINSTEIN SUPPLY	889.61	0.00 Posted	
05/05/16	C009605	5558	WEINSTEIN SUPPLY	80.68	0.00 Posted	
05/05/16	C009606	5558	WEINSTEIN SUPPLY	53.08	0.00 Posted	
05/05/16	C009607	5558	WEINSTEIN SUPPLY	408.68	0.00 Posted	
05/05/16	C009608	5558	WEINSTEIN SUPPLY	224.00	0.00 Posted	
05/05/16	C009609	5558	WEINSTEIN SUPPLY	257.71	0.00 Posted	
05/05/16	C009610	5558	WEINSTEIN SUPPLY	233.94	0.00 Posted	
05/05/16	C009611	5558	WEINSTEIN SUPPLY	27.12	0.00 Posted	
05/05/16	C009612	5558	WEINSTEIN SUPPLY	215.60	0.00 Posted	
05/05/16	C009613	16128	WIRELESS COMM & ELECTRONICS	121.00	0.00 Posted	
			Totals for 05/05/16	1,018,175.63	0.00	

TD Bank, N.A.

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#### Bank Account - Check Details by Date Central Bucks School District



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Bank Account: No.: TD CAPITAL, Date Filter: 04/25/16 Check Ledger: Bank Account No.: TD CAPITAL

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Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount Entr	y Status
TD CAPITAL	ćá.	TD Bank, N.	Α.			
04/25/16	003335	17295	APPLE INC.	28,440.00	0.00 Post	ed
04/25/16	003336	009176	BUCKINGHAM TOWNSHIP	1,451.31	0.00 Post	ed
04/25/16	003337	5699	CDW GOVERNMENT	1,479.90	0.00 Post	ed
04/25/16	003338	14468	CHAMBERS & ASSOCIATES, INC.	16,728.62	0.00 Post	ed
04/25/16	003339	1114	EPLUS TECHNOLOGY, INC.	4,599.76	0.00 Post	ed
04/25/16	003340	13209	GODSHALL KANE O'ROURKE ARCHIT	24,318.75	0.00 Post	ed
04/25/16	003341	003364	INTEGRA ONE	128,600.00	0.00 Post	ed
04/25/16	003342	006396	VISUAL SOUND, INC.	9,106.00	0.00 Post	ed
04/25/16	003343	18003	YATES ELECTRICAL SERVICE INC	85,489.70	0.00 Post	ed
04/25/16	CC00213	002704	GILMORE & ASSOCIATES, INC.	7,202.84	0.00 Post	ed
04/25/16	CC00214	002704	GILMORE & ASSOCIATES, INC.	1,491.25	0.00 Post	ed
04/25/16	CC00215	002704	GILMORE & ASSOCIATES, INC.	2,280.10	0.00 Post	ed
04/25/16	CC00216	3013	SINGER EQUIPMENT COMPANY, INC.	29,209.05	0.00 Post	ed
			Totals for 04/25/16	340,397.28	0.00	

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# Bank Account - Check Details by Date

Central Bucks School District



Bank Account: No.: TD CAPITAL, Date Filter: 05/04/16 Check Ledger: Bank Account No.: TD CAPITAL

Date	Check No.	Vendor No.	Vendor Name	Amount	Voided Amount Entry Status	
TD CAPITAL		TD Bank, N./	۹.			
	3					
05/04/16	003344	17295	APPLE INC.	2,395.00	0.00 Posted	3
05/04/16	003345	002704	GILMORE & ASSOCIATES, INC.	6,834.05	0.00 Posted	
05/04/16	003346	16378	GOSHEN MECHANICAL INC.	20,943.00	0.00 Posted	
05/04/16	003347	17969	GRIPCASE	1,895.32	0.00 Posted	
05/04/16	003348	16077	KCBA ARCHITECTS	8,281.42	0.00 Posted	
05/04/16	003349	005179	PLUMSTEAD TWP.	7,500.00	0.00 Posted	
05/04/16	003350	006396	VISUAL SOUND, INC.	489.00	0.00 Posted	
05/04/16	003351	005179	PLUMSTEAD TWP.	2,684.09	0.00 Posted	
			Totals for 05/04/16	51,021.88	0.00	

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# CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

#### May 10, 2016

### FOR ACTION: Construction Contracts and Service Agreements

The CBSD long range capital improvement plan includes improvements to our facilities along with planned maintenance projects.

On April 12, 2016, we received three (3) bids for trash removal services. The low bidder was rejected due to a non-conforming bid. We are recommending the award of this project.

On May 3, 2016, we received four (4) bids to construct a service memorial at CB East Patriot Stadium. We are recommending the award of this project.

#### **RECOMMENDATION:**

- The administration is recommending the award of a contract to Waste Management for trash removal services in the amount of \$184,998 for the 2016-2017 school year with the option of renewing each year through 2020-2021.
- The administration is recommending the award of a contract to Nimaris Construction to construct a service memorial at CB East Patriot Stadium in the amount of \$118,471.82.

# Central Bucks School District Municipal Waste and Recycling Services

# Bid Results – 4/12/2016

Contractor	Base Year 2016-17	Option Year 1 2017-18	Option Year 2 2018-19	Option Year 3 2019-20	Option Year 4 2020-21
→ Republic Services/BFI	<del>\$184,532.69</del>	<del>\$184,532.69</del>	<del>\$188,223.35</del>	\$ <del>191,987.81</del>	\$ <del>195,827.57</del>
Waste Management*	\$184,998	\$190,546	\$196,264	\$202,153	\$208,215
J.P. Mascaro	\$234,031	\$239,734	\$245,887	\$252,110	\$258,664

		Bid	Tab			
Central Bucks High School East - Service Memorial Bids Received May 3, 2016						
	Bid Security	Non-Collusion	Base Bid	Alternate #1 - Additional Plaques		
Center Point Contractors, Inc	10% B.B.	х	\$134,000.00	\$16,400.00		
Donald I. Reisinger, Inc.	10% B.B.	х	\$214,140.00	\$8,700.00		
Nimaris Construction	10% B.B.	х	\$118,471.82	\$18,000.00		
T.E.Construction Services, LLC	10% B.B.	х	\$194,975.00	\$16,755.00		

# CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

#### May 10, 2016

### FOR ACTION: School Board Policy for First Read

School Board Policy 116 - Tutorial Instruction

The policy revision is recommended by PSBA. The term 'properly qualified' as it relates to private tutoring, was added to the language and defined. Revisions to the policy also updated clearance requirements for families who educate their students through private tutoring programs. In addition to the PSBA recommendations, language delineating the three types of tutorial instruction covered in the policy was also revised.

#### **RECOMMENDATION:**

The administration is recommending that School Board Policy 116 – Tutorial Instruction be tabled so that the proposed policy can be posted on-line for public review.



Book	Policy Manual
Section	100 Programs
Title	Tutorial Instruction
Number	116
Status	First Reading
Legal	1. 22 PA Code 4.52
	<u>2. 22 PA Code 11.22</u>
	<u>3. 22 PA Code 11.31</u>
	<u>4. 24 P.S. 1327</u>
Adopted	July 23, 2002
Last Revised	September 27, 2005

# Purpose

The Board recognizes that the discharge of its responsibility to provide a thorough and effective education for each student in the district may require special help beyond the regular classroom program for some students.

The Board recognizes that tutorial instruction may take three forms: 1. Tutorial instruction in addition to, and in support of, regular classroom instruction.

2. Excusal during school hours for tutoring in a field not offered in the district curriculum.

3. Private tutoring for students not enrolled in public schools.

# **Definitions**

**Tutorial instruction** shall be interpreted to mean individualized instruction in addition to, and in support of, regular classroom instruction, provided by persons not employed by the district or acting as employees of the district, and chosen by the parent/guardian of the student.

Private Tutoring - Some students are not enrolled in public schools because their families choose to have the education provided by private tutoring by a properly qualified tutor.

# Authority

The Central Bucks School District assumes no responsibility or liability for any tutoring for which payment is a condition. The district does not assume responsibility for the quality of instructional outcomes between any individual tutor and a student.

# Delegation of Responsibility

Wherever possible within the working day, each teaching staff member shall assist assigned students in the remediation of individual learning difficulties.[1]

Neither district personnel nor local school staff will recommend the tutoring of students. Arrangements for tutoring are the responsibility of the parent/guardian.

# **Guidelines**

# 1. <u>Tutorial Instruction in Addition to, and in Support of Regular Classroom</u> Instruction

When the student's learning interests and needs are sufficient to warrant help beyond the ordinary classroom instruction, special instruction and services may be utilized. This determination shall be made through joint consultation of the classroom teacher, parent/guardian and the appropriate administrator.

In certain cases where extra help is desirable and the parents/guardians request such assistance, the Superintendent or designee may recommend that the parents/ guardians secure tutorial services for the student from a list of available tutors maintained by the schools. Such list neither carries nor implies district endorsement of tutoring or of the qualifications of the individuals listed.

District facilities, equipment, supplies and materials are not available to a tutor unless authorization has been granted through the school principal and Superintendent or his/her designee.

Any individual requesting tutoring or offering tutoring services is to be made aware of these guidelines.

# 2. Excusal From School

Upon the written request of the parent/guardian, a student may be excused during school hours for tutoring in a field not offered in the district curriculum if such excusal does not interfere with the regular program.[2]

The tutor's qualifications must be approved by the Superintendent.

The district may establish reasonable conditions for excusal of a student for such tutoring.

# 3. Private Tutoring Program

Some students are not enrolled in public schools because their families choose to have the education provided by private tutoring by a **properly** qualified tutor; the instructional program for these students shall comply with state law and regulations.[3][4]

# A private tutoring program is not equivalent to homeschooling.

A properly qualified private tutor shall mean a person who is certified by the Commonwealth to teach in Pennsylvania public schools; who is teaching one (1) or more children who are members of a single family; who provides the majority of instruction to such child or children; and who is receiving a fee or other consideration for instructional services.

Each private tutor shall file with the Superintendent a copy of his/her Pennsylvania certification, state and federal criminal history information and child abuse history clearance. No person who would be disqualified from school employment by the provisions of 24 P.S. § 1-111(e) may be a private tutor.

The parent/guardian shall provide written assurances **to the superintendent or designee** that all instructional requirements are being met.

When the Superintendent receives a complaint that a student is not being provided the required instruction or that a student is not making satisfactory progress, the Superintendent may request evidence of the student's academic progress and documentation that instruction is being provided for the required number of days and hours.

Evidence of satisfactory progress may include samples of student work, assignments, assessments, progress reports, report cards and evaluations. Documentation of instructional time may include logs maintained by the tutor or parent/guardian, attendance records, or other records indicating the dates and time instruction was provided, all of which shall be in accordance with and in compliance with state law.

Last Modified by Sharon Reiner on April 28, 2016

# CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

### May 10, 2016

#### FOR ACTION: School Board Policy for Second Read

School Board Policy 823 - Naloxone Administration In Schools

This policy authorizes the school district to obtain and store Naloxone in each of its secondary schools. Naloxone is a medication found to reverse the effects of an opiate-related drug overdose. The policy also authorizes a Licensed School Nurse, after completing training, to administer Naloxone to a student if a drug overdose is suspected to have occurred.

### **RECOMMENDATION:**

The administration is recommending that the Board approve School Board Policy 823 – Naloxone Administration In Schools.



Book	Policy Manual
Section	800 Operations
Title	NALOXONE ADMINISTRATION IN SCHOOLS
Number	823
Status	Second Reading
Legal	

#### Purpose

The School District wishes to prevent opiate-related overdose deaths by making naloxone available in its secondary schools. Naloxone is a medication found to reverse the effects of an opiate-related drug overdose. Consistent with Pennsylvania law, the School District wishes to obtain authorization for school personnel to administer naloxone in order to respond to suspected drug overdose occurring in secondary schools.

#### **Definitions**

For purpose of this policy, these terms shall be defined as follows:

*Drug overdose* - an acute medical condition, including, but not limited to, severe physical illness, coma, mania, hysteria or death, which is the result of a consumption or use of one or more opiate-related controlled substances causing an adverse reaction. An individual condition's shall be deemed a suspected drug overdose if a prudent person, possessing an average knowledge of medicine and health, would reasonably believe that the condition is a drug overdose and requires immediate medical attention.

#### 35 P.S. §780-113.7(e)

*Emergency medical services personnel* - individuals whose official or assigned responsibilities include performing or directly supporting the performance of emergency medical and rescue services or firefighting.

*Opiods* - include illegal drugs such as heroin as well as prescription medications used to treat pain including, but not limited to, morphine, codeine, methadone, oxycodone (OxyContin, Percadan, Percocet), hydrocodone (Vicodin, Lortab, Norco), fentanyl (Duragesic, Fentora), hydronorphine (Dilaudid, Exalgo), and buprenorphine (Subutex, Suboxone).

*Naloxone* - is another name for the opioid antagonist, Naloxone Hydrochloride (Narcan, Evzio), which is an intranasal solution used to reverse the potentially fatal respiratory depression caused by opioid-related drug overdose. (Note that Naloxone has no effect on non-opioid overdoses such as those involving alcohol, cocaine, or benzodiazepines.)

Secondary student - a student enrolled in either the School District's middle school or high school.

Licensed School Nurse - is a Registered Nurse or a Licensed Practical Nurse.

#### 35 P.S. §780-113.8(c)

School Physician's Standing Order

The School District's Superintendent or designee shall obtain a standing medical order from the School District's Physician, pursuant to Act 139 of 2014, that prescribes naloxone for use by authorized school personnel to assist any individuals suspected of experiencing a drug overdose in the School District's secondary schools, whether or not there is a previous history of opioid-related drug abuse.

The standing order shall authorize the School District to obtain, store and administer naloxone in compliance with this policy, and impose any other conditions that the School District's Physician believes is appropriate to ensure the safety and well-being of an individual experiencing a drug overdose. The original standing order shall be maintained in the Superintendent's or designee's office, and copies of the standing order shall be kept in the nurse's office of each secondary school.

#### Training

Before any School District employee may administer naloxone under this policy, the employee must successfully complete an on-line Pennsylvania Department of Health training program about recognizing opioid-related overdoses, administering naloxone and promptly seeking medical attention for drug overdoses. Evidence that such training has been completed shall be placed in the employee's personnel file.

#### 35 P.S. §780-113.8(a)(3)

The School District shall provide its middle and high school nurses with the opportunity to complete such on-line training during their regular work schedule.

A list of School District employees who successfully completed such training shall be maintained, updated and kept in the school nurse's office and the School District administration.

The Superintendent shall develop and implement a plan for educating staff and students about the following: (i) the availability of Naloxone in the school building; (ii) the purpose of the administration of Naloxone; (iii) how to report a suspected overdose; and (iv) the immunities from criminal prosecution under Act 139 of 2014 for persons who report a suspected overdose (using their real name) and remain with the overdosing person until emergency medical services or law enforcement arrive.

#### Storage of Naloxone

Naloxone shall be safely stored in the school nurses' office at the middle school and high school in compliance with drug manufacturer's instructions.

Naloxone shall be made readily accessible to the Licensed School Nurses who have completed the required training to administer it in the event of suspected drug overdose. All properly trained employees shall be made aware exactly where Naloxone is being stored with the school nurses' office.

#### **Guidelines**

Licensed School Nurses shall refer to the Administrative Guidelines which address the procedures to be implemented in the case of a suspected opioid-related drug overdose in the school setting, the protocol for inventory and storage of naloxone in the school setting and miscellaneous other guidelines pertaining to this policy.

The School District shall comply with any other reporting requirements pursuant to the Safe Schools provisions of the Public School Code, the School District's Memoranda of Understanding with Local Law Enforcement, and any other existing policies or procedures, which require reporting of crimes code violations.

#### **Indemnification**

https://www.boarddocs.com/pa/cbuc/Board.nsf/Private?open&login

#### 35 P.S. §780-113.8(f)

The School District shall indemnify and hold harmless any employee who administers naloxone in good faith to another individual experiencing a suspected drug overdose, if all of these conditions apply: (i) the employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering naloxone to that individual; (ii) the employee successfully completed the training contemplated by this policy; (iii) the employee promptly sought additional medical assistance before or immediately after administering naloxone; and (iv) the employee did administer naloxone in the performance of his or her duties as an employee for the School District.

#### Parental Notification

The School District administration shall take reasonable steps to notify secondary students and their parents/guardians of this policy once each school year. Such notification shall encourage students to immediately report suspected drug overdoses to school officials to ensure medical assistance can be immediately provided. Reasonable means to notify students, parents and guardians of this policy shall include, but not be limited to, electronic communications, publication through student handbooks, school newsletters and calendars, the School District's official website and other similar paper or electronic means of communication.

#### Non-employee administration of naloxone

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire company member, licensed medical professional or other authorized individual from administering his or her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on School District property.

**References:** 

School code - 35 P.S. §780-113.7(e), 35 P.S. §780-113.8(c), 35 P.S. §780-113.8(a)(3), 35 P.S. §780-113.8(f)

State Board of Education Regulations -

Child Protective Services Law -

**Board Policy -**

Last Modified by Sharon Reiner on April 28, 2016

https://www.boarddocs.com/pa/cbuc/Board.nsf/Private?open&login

133/153 4/28/2016

## CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

### May 10, 2016

### FOR ACTION: Personnel Items

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

# **RECOMMENDATION:**

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

# **RESIGNATIONS**

Name:	Molly Miklos
Position:	Before/After School Care – Butler Elementary School
Effective:	April 1, 2016

Name:	Helen Olshansky
Position:	Special Education Assistant – Unami Middle School
Effective:	April 20, 2016

# **RETIREMENTS**

Name:	Robert Hippauf
Position:	Head Custodian – Groveland Elementary School
Effective:	June 30, 2016

Name:Andrew KinslowPosition:Bus Driver – Transportation DepartmentEffective:April 27, 2016

Name:	Helena McCabe
Position:	Bus Driver – Transportation Department
Effective:	May 31, 2016

# LEAVES OF ABSENCE

Karen Houser	Art teacher – Jamison/Groveland Elementary Schools May 4, 2016 - TBD
Patricia Kimbel	Bus Driver – Transportation Department April 4, 2016 – TBD
Helena McCabe	Bus Driver – Transportation Department April 25, 2016 - TBD
Michelle Rhodes	PEN teacher – Gayman/Groveland Elementary Schools April 19, 2016 – May 9, 2016
Faith Rudolph	Elementary teacher – Linden Elementary School April 28, 2016 – TBD
Elizabeth Valts	Special Education teacher – Central Bucks High School – South August 29, 2016 – November 7, 2016
Sharon Williams	Business Education teacher – Central Bucks High School – East May 3, 2016 – June 13, 2016

### APPOINTMENTS

APPOINTME	
Name:	Dale Bennett
Position:	Bus Driver – Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	New Student
Name:	David Buday
Position:	(Temporary) Educational Assistant – Tohickon Middle School
	\$14.01 per hour
Effective:	May 2, 2016
Reason:	Employee Leave
Name:	Thomas Curran
Position:	Bus Driver – Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	Employee Retirement
Name:	Michael Gabriel
Position:	Bus Driver – Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	New Position
Name:	Susan Hegarty
Position:	Educational Assistant – Transportation Department
	\$14.01 per hour
Effective:	May 11, 2016
Reason:	Student IEP
Name:	John Kopicki
Position:	Per Diem Superintendent – Administrative Services Center
	\$801.53 per day
Effective:	June 6, 2016 – June 30, 2016
Reason:	Employee Retirement
Name:	Peter Russo
Position:	Bus Driver – Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	Employee Retirement

# APPOINTMENTS (Cont'd)

Name:	Michael Sullivan
Position:	Bus Driver – Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	New Position

Name:	Robert Thompson
Position:	Bus Driver - Transportation Department
	\$19.60 per hour
Effective:	May 11, 2016
Reason:	Employee Retirement

# LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name:	Susan Haschets
Position:	Reading teacher – Jamison/Barclay Elementary Schools
	\$150 per day
Effective:	April 20, 2016

Name:	Eric Sanville
Position:	Special Education teacher – Gayman Elementary School
	\$150 per day
Effective:	April 15, 2016

# COMMUNITY SCHOOL STAFF

Carmel Gilmore	Before/After School Childcare Program – EA	\$14.01/hour
Kate Hasegawa	Student Swim Instructor	\$ 8.40/hour
Andrew Hertlein	Before/After School Childcare Program – Instructor	\$17.30/hour
Vitalina Mikhalev	Student Swim Instructor	\$ 8.40/hour
Wendy Skupen	Before/After School Childcare Program – EA	\$14.01/hour

# **CLASSIFICATION CHANGES**

Name	From	To	Effective
Linda Azzarano	(.93 FTE) Special Ed Asst	(1.0 FTE) Special Ed Asst	5/2/16
	West	West	
	\$14.29 Per Hour	\$14.29 Per Hour	
Jayson Beifeld	(.98 FTE) Personal Care As	st (1.0 FTE) Personal Care As	st 4/25/16
	East	East	
	\$12.76 Per Hour	\$12.76 Per Hour	
Sandra Bernstein	(.83 FTE) Special Ed Asst	(1.0 FTE) Special Ed Asst	4/25/16
	Unami	Unami	
	\$14.65 Per Hour	\$14.65 Per Hour	

CLASSIFIC	LITTONT /	DTUIANICITIC	(Cont?d)
( ASSIELD		HANGEN	n on a

	S-b stitute Superintendent	5/7/16-5/20/16
-	Acting Superintendent Asst Supt – Secondary Dutie	5/21/16-6/5/16
Administrative Serv Center	\$20,000	
(.93 FTE) Special Ed Asst West \$14 43 Per Hour	(1.0 FTE) Special Ed Asst West \$14.43 Per Hour	5/2/16
(.99 FTE) Personal Care Ass Bridge Valley \$12.76 Per Hour	st (1.0 FTE) Personal Care Ass Bridge Valley \$12.76 Per Hour	st 4/19/16
		st 4/25/16
Cold Spring \$16.63 Per Hour	Cold Spring \$16.63 Per Hour	
		st 4/19/16
\$14.93 Per Hour	\$14.93 Per Hour	
(.98 FTE) Special Ed Asst Bridge Valley	(1.0 FTE) Special Ed Asst Bridge Valley	4/19/16
\$14.51 Per Hour	\$14.51 Per Hour	
(.98 FTE) Special Ed Asst	(1.0 FTE) Special Ed Asst Bridge Valley	4/19/16
\$14.51 Per Hour	\$14.51 Per Hour	
(.98 FTE) Special Ed Asst	(1.0 FTE) Special Ed Asst	4/20/16
\$14.51 Per Hour	\$14.51 Per Hour	
(.58) Educational Assistant		4/26/16
\$14.29 Per Hour	\$14.29 Per Hour	
		sst 4/19/16
Bridge Valley \$14.97 Per Hour	Stidge Valley \$14.97 Per Hour	
		sst 4/20/16
East \$12.76 Per Hour	\$12.76 Per Hour	
	<ul> <li>West \$14.43 Per Hour</li> <li>(.99 FTE) Personal Care Ass Bridge Valley \$12.76 Per Hour</li> <li>(.99 FTE) Personal Care Ass Cold Spring \$16.63 Per Hour</li> <li>(.99 FTE) Personal Care Ass Bridge Valley \$14.93 Per Hour</li> <li>(.98 FTE) Special Ed Asst Bridge Valley \$14.51 Per Hour</li> <li>(.98 FTE) Special Ed Asst Bridge Valley \$14.51 Per Hour</li> <li>(.98 FTE) Special Ed Asst East Bridge Valley \$14.51 Per Hour</li> <li>(.98 FTE) Special Ed Asst East \$14.51 Per Hour</li> <li>(.98 FTE) Special Ed Asst East \$14.51 Per Hour</li> <li>(.58) Educational Assistant Groveland \$14.29 Per Hour</li> <li>(.99 FTE) Personal Care Ass Bridge Valley \$14.97 Per Hour</li> <li>(.98 FTE) Personal Care Ass Bridge Valley \$14.97 Per Hour</li> <li>(.98 FTE) Personal Care Ass East</li> </ul>	Asst Superintendent-El EdSubstitute Superintendent Acting Superintendent Ast Supt – Secondary Dutie Administrative Serv Center \$20,000(.93 FTE) Special Ed Asst(1.0 FTE) Special Ed Asst WestWest\$14.43 Per Hour\$14.43 Per Hour\$14.43 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Bridge Valley \$12.76 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Cold Spring \$16.63 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Cold Spring \$16.63 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Bridge Valley \$14.93 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Bridge Valley \$14.93 Per Hour(.98 FTE) Special Ed Asst Bridge Valley \$14.51 Per Hour(.58) Educational Assistant Groveland \$14.51 Per Hour(.58) Educational Assistant Groveland \$14.29 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Ass Bridge Valley \$14.51 Per Hour(.99 FTE) Personal Care Asst (1.0 FTE) Personal Care Asst Bridge Valley \$14.51 Per Hour(.98 FTE) Personal Care Asst Bridge Valley \$14.97 Per Hour(.99 FTE) Personal Care Asst Bridge Valley \$14.97 Per Hour(.98 FTE) Personal Care Asst (1.0 FTE) Personal Care A

# CLASSIFICATION CHANGES (Cont'd)

	CHARGES (Contral)		100110
Kevin Roberts	(.48 FTE) Duty Asst/	(.48 FTE) Duty Asst/	4/26/16
	(.50 FTE) Special Ed Asst	(.52 FTE) Special Ed Asst	
	Bridge Valley	Bridge Valley	
	\$14.43/\$14.93 Per Hour	\$14.43/14.93 Per Hour	
Ryan Spangler	. ,	t (1.0 FTE) Personal Care Ass	t 4/26/16
	Tohickon	Tohickon	
	\$12.26 Per Hour	\$12.26 Per Hour	
Christine Stevens	Duty Assistant	School Office Clerk	5/9/16
	Bridge Valley	Gayman	
	\$12.38 Per Hour	\$12.38 Per Hour	
Mellany Taylor	(.98 FTE) Personal Care Ass	t (1.0 FTE) Personal Care Ass	st 4/25/16
	Mill Creek	Mill Creek	
	\$12.26 Per Hour	\$12.26 Per Hour	
Louise Watkins	(.93 FTE) Special Ed Asst	(1.0 FTE) Special Ed Asst	5/2/16
	West	West	
	\$15.94 Per Hour	\$15.94 Per Hour	
Sara Zaidi	(.99 FTE) Personal Care Ass	t (1.0 FTE) Personal Care Ass	st 4/19/16
Sura Dara			
Suru Luiui	Bridge Valley	Bridge Valley	
Sura Laidi			

The following long term elementary substitutes have been awarded Temporary or Professional Employee status effective January 28, 2016.

<i>Name</i> Christopher M. Blair	<i>Level</i> Elementary	<i>Assignment</i> Teacher	<i>Status</i> TPE
Annemarie Bottino	Elementary	Teacher	TPE
Malory D. Mee	Elementary	Teacher	TPE
Kaitlin M. Szemanek	Elementary	Teacher	TPE

### CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

#### May 10, 2016

#### FOR ACTION: Tuition Students

A request has been made for Marcella Misnik to attend Central Bucks High School – South as a  $10^{\text{th}}$  grade tuition student for the 2016-2017 school year. The family is aware of the tuition costs and that tuition status is given on a year to year basis. They have agreed to pay tuition monthly and provide their own transportation.

A request has been made for Matthew Garvin to continue at Lenape Middle School as an 8<sup>th</sup> grade tuition student for the 2016-2017 school year. The family is aware of the tuition costs and that tuition status is given on a year to year basis. They have agreed to pay tuition monthly and provide their own transportation.

#### **RECOMMENDATION:**

The administration is recommending that the Board approve Marcella Misnik to attend Central Bucks High School – South for the 2016-2017 school year as a tuition student; and Matthew Garvin to continue at Lenape Middle School for the 2016-2017 school year as a tuition student.

### CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

#### May 10, 2016

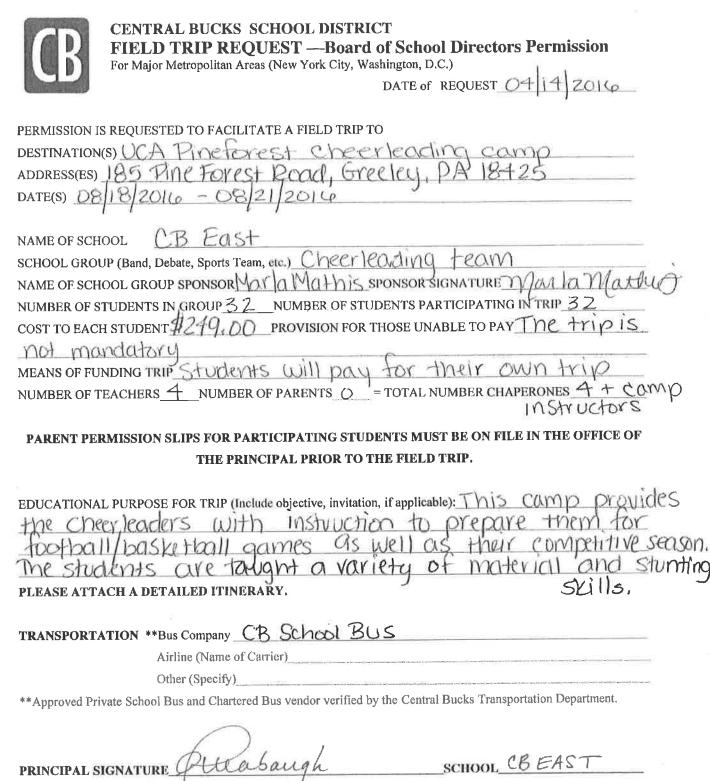
#### FOR ACTION: Student Trips

The CB East Cheerleading Squad will be traveling to Greely, PA on August 18-21, 2016. The Universal Cheerleading Association (UCA) will be holding an overnight camp at Pineforest in Greely, PA. The camp provides the cheerleaders with instruction to prepare them for football/basketball games as well as their competitive season. The students are taught a variety of material and stunting skills. Four coaches and thirty-two cheerleaders will be traveling to Greely, PA. The cost of the trip for each cheerleader is \$249.

Students in Tricia Conn's CB East 10-12 Grade English Class are planning to travel to the New Jersey Performing Arts Center in Newark, New Jersey on October 21, 2016. This trip offers students the opportunity to hear and interact with live professional poets and poetry, fitting seamlessly with Common Core Standards for Literature, Language, Speaking and Listening. One to two teachers, approximately thirty students, and three to four parents plan to travel to Newark, NJ. The cost of the trip for each student will be \$25.

#### **RECOMMENDATION:**

The administration is recommending that the Board approve the CB East Cheerleading Squad to travel to Greely, PA on August 18-21, 2016; and students in Tricia Conn's CB East 10-12 Grade English Class to travel to Newark, New Jersey on October 21, 2016.



5.4.2016

APPROVAL DATE

BOARD PRESIDENT SIGNATURE

Ver. Nov 2011A

143/153



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 April 21, 2016

PERMISSION IS REQUESTED TO FACILITATE A FIELD TRIP TO DESTINATION(S) New Jersey Performing Arts Center
ADDRESS(ES) (ne Center Street Decuare NJ 0102
DATE(S) triday, October 21,2016
NAME OF SCHOOL Central Bucks High School-East
SCHOOL GROUP (Band, Debate, Sports Team, etc.) English students
NAME OF SCHOOL GROUP SPONSOR INICIA CON SPONSOR SIGNATURE
NUMBER OF STUDENTS IN GROUP $\underline{90}$ NUMBER OF STUDENTS PARTICIPATING IN TRIP $\underline{30}$
COST TO EACH STUDENT \$ 2.5 PROVISION FOR THOSE UNABLE TO PAY The trip
will be a voluntary opportunity.
MEANS OF FUNDING TRIP Students (families provide payment (voluntary).
NUMBER OF TEACHERS $1-2$ NUMBER OF PARENTS $3-4$ = 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.

		$\subseteq$		0
EDUCATIONAL PURPOSE FOR TRIP (Inclu	de objective, invitation, if a	pplicable): IWS -	mp off	ers
students the opportue	ity to hear	and interact	- 101410	live
professional paets and	paetry fitting	secontessle	with	Comman
(one standards for 1	iterature, La	nguage, Spi	atting FL	istening.
DI EASE ATTACH A DETAILED ITINED	DV			

PLEASE ATTACH A DETAILED ITINERARY.

TRANSPORTATION	**Bus Company	CBSD	bus	
TRANSPORTATION	**Bus Company	CBSD	DUS	

Airline (Name of Carrier)

Other (Specify)

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

SCHOOL CB East DATE 4/22/16 Cabaugli PRINCIPAL SIGNATURE

BOARD PRESIDENT SIGNATURE

APPROVAL DATE

Ver. Nov 2011A

# CENTRAL BUCKS SCHOOL DISTRICT SCHOOL BOARD MEETING

# May 10, 2016

# FOR ACTION: Staff Conferences/Workshops

The following staff conferences/workshops are for approval:

						General		
Name	Area	Dates	Conference name		Location	Fund	Grants	Totals
Donovan, Tlmothy Leatherbarrow, Cheryl Saullo, Geanine	Adminstrator Adminstrator Adminstrator	6/22/16 6/22/16 6/22/16	Bucks County Middle School Leaders Bucks County Middle School Leaders Bucks County Middle School Leaders		BCIU #22 BCIU #22 BCIU #22		25 25 25	
Totals this meeting							75	75
Year to date from last me	eting					17,911	44,327	62,238
Totals year to date		÷		General fund budget	28500	17,911	44,402	62,313

# **<u>RECOMMENDATION:</u>**

The administration is recommending that the Board approve the above staff to attend the listed conferences/workshops.

#### Central Bucks School District Holicong Student Activity Fund

#### For The Quarter Ending : 3/31/2016

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance	
Scholarship/Endowments	3	-				
Class Accounts	48,333.11	26,390.16	34,485.69	39,950.00	287.58	
Clubs	38,227.33	25,698.00	26,051.72	37,550.03	323.58	
School Service and Escrow	31,386.24	31,313.75	34,446.92	22,700.00	5,553.07	
TOTALS	\$ 117,946.68	\$ 83,401.91	\$ 94,984.33	\$ 100,200.03	\$ 6,164.23	

Checking Account Balance Less Encumbrances Total Balance after Encumbrances \$ 106,364.26 \$ 100,200.03 \$ 6,164.23

\* Total Balance after Encumbrances should equal closing balance

#### Central Bucks School District Lenape Student Activity Fund

For The Quarter Ending : 3/31/2016

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance	
Scholarship/Endowments						
Class Accounts	40,977.07	18,784.24	28,784.83	4,000.00	26,976.48	
Clubs	73,156.99	35,345.61	46,735.80	24,200.00	37,566.80	
School Service and Escrow					-	
TOTALS	\$ 114,134.06	\$ 54,129.85	\$ 75,520.63	\$ 28,200.00	\$ 64,543.28	

Checking Account Balance Less Encumbrances Total Balance after Encumbrances \$ 92,743.28 \$ 28,200.00 \$ 64,543.28

\* Total Balance after Encumbrances should equal closing balance

#### Central Bucks School District Student Activity Fund Tamanend Middle School For The Quarter Ending : March 2016

Account	Open	ing Balance	Recei	pts	Disbur	sements	Encur	nbrances	1	sing ance
Scholarshlp/Endowments	\$	t.	\$	574	\$		\$		\$	). A
Class Accounts	ŝ	17,827.16	\$	2,017.58	\$	6,112,40	\$	10,000.00	\$	3,732.34
Clubs	\$	20,141.33	\$	51,087.94	\$	67,148.01			\$	4,081 26
School Service and Escrow									-	
TOTALS	\$	37,968.49	\$	53,105.52	\$	73,260,41	\$	10,000.00	\$	7,813.60

Checking Account Balance	\$ 17,813.60
Less Encumbrances	\$ 10,000.00
Total Balance after Encumbrances	\$ 7,813.60

\* Total Balance after Encumbrances should equal closing balance SUBJECT TO ADJUSTMENTS

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#### Central Bucks School District Tohickon Middle School Student Activity Fund

For The Quarter Ending :

3/31/2016

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance	
Scholarshlp/Endowments	2	à				
Class Accounts	9,347.52	16,012.70	9,526.16	15,000.00	834.06	
Clubs	52,406.51	46,489.66	20,107.84	35,000.00	43,788.33	
School Service and Escrow	13,303.70	4,759.88	3,881.14	5,000.00	9,182.44	
	75,027.88	67,262.34	33,515.14	55,000.00	53,775.08	

Checking Account Balance Less Encumbrances Total Balance after Encumbrances \$ 108,775-08 \$ (55,000.00) \$ 53,775.08

\* Total Balance after Encumbrances should equal closing balance

#### Central Bucks School District Unami Student Activity Fund

#### For The Quarter Ending: 3/31/16

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance	
Scholarship/Endowments	4,637.45	· · · ·		4,000.00	637.45	
Class Accounts	57,124.32	71,872.14	49,311.91	40,000.00	39,684.55	
School Service and Escrow & CD	8,554.34	1,098.73	2,565.68	3,000.00	4,087.39	
TOTALS	\$ 70,316.11	\$ 72,970.87	\$ 51,877.59	\$ 47,000.00	\$ 44,409.39	

Checking Account Balance Less Encumbrances CD Balance Total Balance after Encumbrances \$88,409.39 \$ 47,000.00 \$ 3,000.00 \$44,409.39

\* Total Balance after Encumbrances should equal closing balance

#### Central Bucks School District Student Activity Fund: Central Bucks HS East

For The Quarter Ending : 3/31/2016

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance	
Scholarship/Endowments	0.00	0.00	0.00	0.00	0.00	
Class Accounts	15,624.91	26,240.27	10,915,47	30,000.00	949.71	
Clubs	249,189.59	160,251,10	160,983.68	245,000.00	3,457.01	
School Service and Escrow	97,240.07	109,945.85	17,026.80	150,000.00	40,159.12	
TOTALS	362,054.57	296,437.22	188,925.95	425,000.00	44,565.84	

Checking Account Balance Less Encumbrances Total Balance after Encumbrances \$ 469,565.84 \$ 425,000.00 \$ 44,565.84

\* Total Balance after Encumbrances should equal closing balance

A. Lucabaugh Principal

### Central Bucks School District CB South Student Activity Fund

#### For the Quarter Ending: 3/31/2016

Account	Opening Balance	Receipts	Disbursements	Encumbrances	Closing Balance
Scholarship/Endowments	500.00			500.00	0.00
Class Accounts	16,210.37	8,428.12	3,721.61	20,916.88	0.00
Clubs	275,424.04	223,606.49	228,491.39	250,000.00	20,539.14
School Service and Escrow	70,440.05	99,613.41	39,229.73	125,000.00	5,823.73
TOTALS	362,574.46	331,648.02	271,442.73	396,416.88	26,362.87

Checking Account Balance (Adjusted)	422,779.75
Less Encumbrances	396,416.88
Total Balance after Encumbrances	26,362.87

\* Total Balance after Encumbrances should equal closing balance

#### Central Bucks School District Student Activity Fund - CB WEST

# For The Quarter Ending : 3.31.16

Account	Opening Balance		Receipts		Disbursements		Encumbrances		Closing Balance	
Scholarship/Endowments	\$	24,748.55	\$	:(*)	\$		\$	24,748.55	\$	
Class Accounts	\$	33,542.31	\$	1,031.95	\$	6,551.30	s	28,022.96	\$	
Clubs	\$	254,104.06	\$	203,113.46	\$	136,340.59	\$	315,000.00	\$	5,876.93
School Service and Escrow	\$	5,557.79	\$	7,639.46	\$	4,574.85	Ş	4,622.40	\$	4,000.00
TOTALS	\$	317,952.71	\$	211,784.87	\$	147,466.74	\$	372,393.91	\$	9,876.93

Checking Account Balance	\$
Less Encumbrances	\$
Total Balance after Encumbrances	\$

\* Total Balance after Encumbrances should equal closing balance

382,270.84

372,393.91

9,876.93