

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

April 26, 2016

Dr. Weitzel thanked Mr. Jim Glaser and the Holicong 9th 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.

CONSTRUCTION DEBT PREPAYMENT – Proposal to Reduce Outstanding Debt Obligations

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.

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

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

Ceramic Supply of NY	\$ 11,575.66
Dick Blick	\$ 5,960.34
Kurtz Bros	\$ 4,637.71
Metco	\$ 988.05
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

Physical Education Supplies

ADA Sports	\$ 1,698.00
Pyramid School Products	\$ 4,295.55
Sport Supply Group	\$ 9,166.66
Total	\$ 15,160.21

Science Supplies

Metco	\$ 3,567.38
Parco Scientific	\$ 4,514.85
VWR/Sargent-Welch	\$13,448.04
School Specialty	\$ 7,061.27
Total	\$28,591.54

Technology Education General Hardware

Metco	\$ 9,400.85
Midwest Technology	\$ 6,738.56
Paxton-Patterson	\$ 5,862.38
Total	\$22,001.79

Team Sports Equipment and Supplies

Aluminum Athletic	\$19,204.00
Ampro Sports	\$16,831.00
BSN Sports	\$50,434.62
Kelly's Sports	\$70,802.07
M-F Athletic	\$ 2,194.50
Riddell	\$ 8,804.67
Triple Crown Sports	\$16,392.70
Metco	\$ 486.00
Longstreth	\$12,213.63
Total	\$197,363.19

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

Name: Kimberly Campbell

Position: Special Education Assistant – Butler Elementary School

Effective: May 4, 2016

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

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

RETIREMENTS

Name: Edward Flowers

Position: Custodian – Groveland Elementary School

Effective: June 30, 2016

Name: Robert Gottshall

Position: Bus Driver – Transportation Department

Effective: June 30, 2016

Name: Patricia Greiss

Position: Administrative Secretary – Groveland Elementary School

Effective: July 15, 2016

Name: Glen Hearn

Position: Security Assistant – Central Bucks High School – South

Effective: June 15, 2016

Name: Cynthia Johnson
Position: Administrative Secretary – Central Bucks High School – West
Effective: June 30, 2016

Name: Mary Kremser
Position: Transportation Assistant – Transportation Department
Effective: June 16, 2016

Name: Ronald Murray
Position: Director of Transportation – Transportation Department
Effective: June 27, 2016

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

Name: Kimberly Bailey
Position: Personal Care Assistant – Mill Creek Elementary School
\$12.26 per hour
Effective: April 18, 2016

Name: Karen DeLise
Position: (Temporary) Personal Care Assistant – Bridge Valley Elementary School
\$12.26 per hour
Effective: April 18, 2016

Name: Patricia Feeney
Position: Personal Care Assistant – Butler Elementary School
\$12.26 per hour
Effective: April 4, 2016

Name: Allison Kuchler
Position: Supervisor of Special Education – Educational Services Center
\$120,000
Effective: July 5, 2016

Name: Janet Kueny
Position: Supervisor of Special Education – Educational Services Center
\$110,000
Effective: July 5, 2016

Name: Amy Lampke
Position: (Temporary) Educational Assistant – Bridge Valley Elementary School
\$14.01 per hour
Effective: April 29, 2016

Name: Scott Levan
Position: (Temporary) Assistant Project Manager
\$80,000
Effective: May 3, 2016

LONG-TERM 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

LONG-TERM PER DIEM SUBSTITUTE TEACHERS

Name: Anthony Adamucci
Position: Biology teacher – Central Bucks High School – West
\$150 per day
Effective: May 4, 2016

Name: Megan Basgil
 Position: Elementary teacher – Bridge Valley Elementary School
 \$150 per day
 Effective: May 2, 2016

Name: Katie Johnston
 Position: Special Education teacher – Linden Elementary School
 \$150 per day
 Effective: April 25, 2016

CLASSIFICATION CHANGES

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Janet Kueny	Education Program Specialist Ed Services Center	Special Ed Supervisor Ed Service Center \$3,500 (Stipend)	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 STAFF

Kimberly Bragen	Before/After School Child Program – EA	\$14.01/hour
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EDR Changes

<u>Name</u>	<u>School/Position</u>	<u>EDR Units</u>
Steve Beagelman	East/Softball – Assistant	2.35
Kiki Bell	West/Girls Track – Head	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:

Name	Area	Dates	Conference name	Location	General Fund	Grants	Totals
Cox, Denise	Support Staff	5/16 to 5/20/16	Annual Edulog Training Conference	Nevada	2,445		
Czyz, James	Administrator	5/16 to 5/20/16	Annual Edulog Training Conference	Nevada	-		
Jacobs, Angela	Administrator	5/13/16	K 12 Conference for Users	Harrisburg, PA	150		
Judge, Sharon	Administrator	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	Administrator	5/13/16	K 12 Conference for Users	Harrisburg, PA	278		
Smith, Sharon	Administrator	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	Administrator	5/13/2016	K 12 Conference for Users	Harrisburg, PA	290		
Totals this meeting					8,481	-	8,481
Year to date from last meeting					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,



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 26th, 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 14th, 2016.

PEMA-DAP -2

DESIGNATION OF AGENT RESOLUTION

FOR: FEMA - 4267 - DR - PA
(Enter Name of Disaster or Number)BE IT RESOLVED BY Board of School Directors OF Central Bucks School District
(Governing Body) (Public Entity)THAT Scott Kennedy Director of Operations
(Name of Applicant Agent) (Title)IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Central Bucks School District Bucks County,
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 26th day of April, 20 16.Beth Darcy Board President
(Name) (Title) (Signature)
(Name) (Title) (Signature)
(Name) (Title) (Signature)
(Name) (Title) (Signature)
(Name) (Title) (Signature)

CERTIFICATION

I, Beth Darcy, duly appointed and Board President
(Name) (Title)
of Central Bucks School District, do hereby certify that the above is a true and correct copy of
(Public Entity)a resolution passed and approved by the Board of School Directors
(Governing Body)of Central Bucks School District on the 26th day of April, 20 16
(Public Entity)Beth Darcy
(Signature)Board President 4-26-16
(Official Position) (Date)

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

**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*");

AND

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

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

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

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 1st following the first anniversary date of this Agreement and shall occur annually on every January 1st thereafter. The monies necessary to cover each increase shall be deposited, secured, or arranged for by Developer on or before January 31st of the same year. The increased required amount of

Financial Security shall equal one hundred ten percent (110%) of the cost of completing the remaining required Improvements as of December 31st 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. General Liability - 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. Automobile Liability - 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

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. Excess Liability - 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. Workmen's Compensation - 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

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 ($\frac{1}{2}$ "), 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

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

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 14th and March 15th 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

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 forty-eight (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. MAINTENANCE OF IMPROVEMENTS AND DEVELOPER'S OBLIGATION AFTER 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-time 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 (1½) 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

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. GENDER

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

By:

Elizabeth Derry (SEAL)
President

ATTEST:

Sharon L. Reimer
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

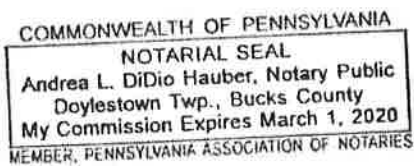
Brian Trymbiski

(Acknowledgments)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

ON THIS 26 day of April, A.D., 2016, before me a Notary Public, personally appeared Elizabeth Dacy, 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.



Andrea L. DiDio Hauber (SEAL)
Notary Public

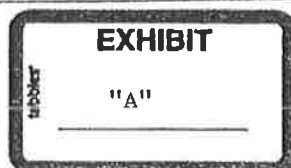
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

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.

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

Notary Public (SEAL)

	ITEM	UNIT	QUANTITY	UNIT PRICE	COST
I	Erosion & Sedimentation Control				
A	30" Reinforced Silt Fence	LF	283	\$ 3.00	\$ 849.00
B	Silt Fence	LF	903	\$ 2.50	\$ 2,257.50
C	Tree Protection Fence	LF	626	\$ 2.00	\$ 1,252.00
D	Construction Entrance	LS	1	\$ 1,500.00	\$ 1,500.00
E	Inlet Protection	EA	5	\$ 105.00	\$ 525.00
F	Erosion Control Mat (Scourstop)	LS	1	\$ 800.00	\$ 800.00
G	BMP SNOUT	EA	2	\$ 300.00	\$ 600.00
H	Seed Temporary Topsoil Stockpiles / Disturbed Areas	SF	60,000	\$ 0.04	\$ 2,000.00
I	E&S Control Maintenance	LS	1	\$ 3,000.00	\$ 3,000.00
	****Erosion & Sedimentation Control SUBTOTAL****				\$ 12,783.50
II	Stormwater Management Facilities				
A	Underground Stormwater Basin #1	LS	1	\$ 43,000.00	\$ 43,000.00
	BMP Subtotal:				\$ 43,000.00
B	Underground Stormwater Basin #2	LS	1	\$ 34,400.00	\$ 34,400.00
	BMP Subtotal:				\$ 34,400.00
C	Underground Stormwater Basin #3	LS	1	\$ 7,600.00	\$ 7,600.00
	BMP Subtotal:				\$ 7,600.00
D	Rain Gardens				
1	Gardens w/ Amended Soil	CY	445	\$ 15.00	\$ 6,675.00
2	Plantings/Seeding	SF	3,987	\$ 1.50	\$ 5,980.50
	BMP Subtotal:				\$ 12,655.50
E	Storm Sewer				
1	6" HDPE	LF	75	\$ 15.00	\$ 1,125.00
2	8" HDPE	LF	82	\$ 18.00	\$ 1,476.00
3	12" HDPE	LF	219	\$ 20.00	\$ 4,380.00
4	Headwall	LS	1	\$ 2,500.00	\$ 2,500.00
5	Type 'C' Inlet	EA	4	\$ 1,530.00	\$ 6,120.00
6	Type 'M' Inlet	EA	1	\$ 1,545.00	\$ 1,545.00
7	Tie-in to Ex. Inlet	EA	1	\$ 1,500.00	\$ 1,500.00
	Storm Sewer Subtotal:				\$ 16,646.00
	****Stormwater Management Facilities SUBTOTAL****				\$ 116,301.50
III	Landscape				
	New Landscaping Trees / Plantings - Labor & Materials				
A	Parking Lot trees	EA	2	\$ 400.00	\$ 800.00
1	Deciduous Tree				\$ 800.00
	Parking Lot Plantings SUBTOTAL				
B	Screening	EA	90	\$ 150.00	\$ 13,500.00
1	Plantings				\$ 13,500.00
	Screening Plantings SUBTOTAL				
	****Landscaping SUBTOTAL****				\$ 14,300.00
IV	Miscellaneous				
A	Light Fixtures	EA	14	\$ 2,500.00	\$ 35,000.00
B	ROW Paving - Full Depth and Overlay w/ Geogrid	LS	1	\$ 13,000.00	\$ 13,000.00
C	ROW Line Striping	LS	1	\$ 499.00	\$ 499.00
D	ROW Signage	EA	2	\$ 150.00	\$ 300.00



SITE

1

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
****Miscellaneous SUBTOTAL****				\$ 48,799.00
Total Construction Cost:				\$ 192,184.00
Contingency (10%)	LS	1	\$ 19,218	\$ 19,218.40
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.

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

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

CENTRAL BUCKS SCHOOL DISTRICT

By:

Elizabeth Dany (SEAL)
President

ATTEST:

Sharon L Reiner
Secretary

TOWNSHIP:

PLUMSTEAD TOWNSHIP
BOARD OF SUPERVISORS

By:

Daniel Hilferty, Chairman

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF BUCKS

ON THIS 26 day of April, A.D., 2016, before me a Notary Public, personally appeared Elizabeth Dany, 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 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

Andrea L. DiDio Hauber (SEAL)
Notary Public

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.

Notary Public (SEAL)

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");

W I T N E S S E T 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: _____
Nicholas Lykon, Secretary
(SEAL)

For the Landowner:

CENTRAL BUCKS SCHOOL DISTRICT

By: *Anthony D. Perry* (SEAL)
President

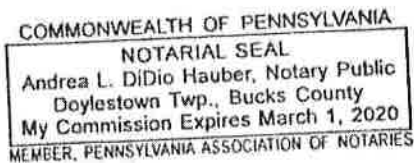
ATTEST:

Sharon L. Reiner
Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BUCKS :

On this, the 26 day of April, 2016, before me, the undersigned notary public, personally appeared Elizabeth Dwyer, 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.



Andrea L. DiDio Hauber
NOTARY PUBLIC
(Notarial Seal)
My Commission Expires: 3/1/2020

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)
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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

**BARGAINING UNIT AGREEMENT OF THE
CENTRAL BUCKS
EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION**

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This Agreement is made and entered effective this 1st 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 twelve-month 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 (37½) 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, 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 dues-paying 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 (7½) hours with scheduled starting and quitting times. During summer months, said employees shall have a one-half (½) 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 (37½) 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. TRAINING

- 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 pro-rated vacation.

<u>Continuous Service by</u> <u>July 1 of at least</u>	<u>But less than</u>	<u>Entitlement</u>
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 (1) 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 periods. 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 and 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 ($\frac{1}{2}$) 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
2. Personal Care Assistant	10. Staff Nurse
3. Instructional Educational Assistant	11. Secretary to Director of Operations
Non-Special Education	12. Custodian
Instructional Assistants may not displace Special Education Instructional Assistants	13. Utility Persons
4. Office Clerk	14. Head Custodian
Non-Special Education	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.
Instructional Assistants may not displace Special Education Instructional Assistants	
5. General Secretary	
6. Safety/Security Monitor	
7. Building Computer Specialist	
8. Administrative Secretary	

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 ½) 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 inclusive 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 negotiations 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 XIX – 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 WITNESS 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

Elizabeth A. Dorsey
President

Sharon L. Reimer
Secretary

CENTRAL BUCKS ESPA/PSEA/NEA

Robert L. Baskin

Brian Jennings

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

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.

Market Rates 2016-2021:

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 (<i>Closed</i>)	\$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 (<i>All Buildings</i>)	\$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

New Hire Rates 2016-2021:

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 (<i>Closed</i>)	\$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 (<i>All Buildings</i>)	\$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

1. 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 a summer cleaning crew, a 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 3rd 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.