

**CENTRAL BUCKS SCHOOL DISTRICT  
SCHOOL BOARD MEETING**

**October 25, 2016**

The Tamanend Middle School 9<sup>th</sup> Grade Chorus, under the direction of Mr. Ian Sanchez, performed before the Board meeting.

The Central Bucks Board of School Directors held its meeting on Tuesday, October 25, 2016 in the Board Room of the Educational Services Center with President Beth Darcy presiding. The meeting was called to order by President Darcy at 7:35 p.m., followed by the Pledge of Allegiance.

**BOARD MEMBERS PRESENT**

Beth Darcy – President, John Gamble – Vice President, Sharon Collopy, Meg Evans, Karen Smith, Dennis Weldon, Jerel Wohl

**BOARD MEMBERS ABSENT**

Paul Faulkner, Glenn Schloeffel

**ADMINISTRATORS PRESENT**

Mr. John Kopicki, Dr. David Bolton, Dr. Scott Davidheiser, Andrea DiDio-Hauber, Jason Jaffe, Scott Kennedy, David Matyas, Mary Kay Speese

**ALSO PRESENT**

Jeffrey P. Garton – Solicitor, Sharon Reiner - School Board Secretary

Mrs. Darcy announced that the Board met in Executive Session this evening from 6:45 p.m. to 7:15 p.m. to discuss the pending contract for Ms. Andrea DiDio-Hauber, an action item appearing on the Agenda this evening, and a real estate matter.

**APPROVAL OF MINUTES**

Motion by John Gamble, supported by Jerel Wohl, to approve the minutes of the October 10, 2016 School Board meeting.

Motion Approved 7-0.

**PUBLIC COMMENT**

Mr. James Simkins commented again on his interest to purchase the Silo Hill property for farming purposes. He has had an appraisal performed and would like to know if the Board has made any decision on his offer to purchase the property.

Mrs. Darcy stated the district is waiting for two additional appraisals and then the full Board will discuss this matter at a future meeting.

**SUPERINTENDENT'S REPORT**

**ELECTION 2016: CENTRAL BUCKS KIDS VOTING**

Mr. Scott Berger, K-12 Social Studies and Libraries Supervisor, presented a PowerPoint on Election 2016: Central Bucks Kids Voting. Board members viewed activities and experiences for the students at the elementary, middle and high school level. Three students, Nicholas B, Derek E. and Weston E., spoke about The Student Majority, a recently formed group at Holicong Middle School. The goal

of The Student Majority is to educate, not persuade the student body at Holicong about the election process. The students are working closely with staff and administration to coordinate the CB student election process on November 7. On that day, all Central Bucks students will experience a realistic voting setting, vote for their presidential candidate, and watch live updates as voting data is received across the district. (This presentation can be found on the CBSD website School Board page under School Board Presentations).

## RECOMMENDATIONS FOR ACTION

### TREASURER'S REPORT

Motion by Jerel Wohl, supported by Sharon Collopy, to approve the Treasurer's Report and Summary of Fund Disbursements for the month of September 2016.

General Fund	\$45,460,953.46
Capital Fund	\$ 3,440,668.96
Food Service	<u>\$ 34,875.20</u>
<b>TOTAL ALL FUNDS</b>	<b>\$48,936,497.62</b>

Motion Approved 7-0.

### ACCOUNTS PAYABLE CHECK DISBURSEMENTS

Motion by John Gamble, supported by Karen Smith, to approve the October 15, 2016 and October 18, 2016 General Fund check disbursements in the amount of \$2,594,917.46; and the October 13, 2016 Capital Fund check disbursements in the amount of \$705,694.38.

Motion Approved 7-0.

### RATIFICATION OF INVESTMENTS

Motion by John Gamble, supported by Jerel Wohl, to approve the Ratification of Investments for the month of September 2016.

General Fund-Term Investments						
Category	Purchase Date	Principal	Maturity Date	Rate	Term Yield	Bank Name
MBS	9/1/2016	\$245,000.00	9/1/2017	0.75%	\$1,837.50	Ally Bank
<b>TOTALS</b>		<b>\$245,000.00</b>			<b>\$1,837.50</b>	

General Fund- Liquid Investments						
Investment funds that are accessible as needed on short notice						
Account Type	Placement Date	Amount Placed	Rate	Daily Yield	Bank Name	
I-Class Money Market	9/12/2016	\$16,000,000.00	0.45%	\$197.26	PLGIT	
		<b>\$16,000,000.00</b>		<b>\$197.26</b>		

Motion Approved 7-0.

## BUDGETARY TRANSFERS

Motion by Jerel Wohl, supported by Meg Evans, to approve the budgetary transfers for fiscal 2016-2017.

FROM:	1300-500	Instruction - Property Servies	90,000
TO:	1400-100	Other Instruction - Payroll	70,000
	1400-600	Other Instruction - Supplies	20,000

Reallocate funds between the Instructional Functions - MBIT projected actual is under budget, so transferring funds to cover additional budget amounts needed in Other Instructional Programs

\*\*\*\*\*

FROM:	2100-200	150,000
TO:	2100-100	150,000

Reallocate funds within Pupil Personnel to cover higher than projected payroll expenses

\*\*\*\*\*

FROM:	2200-600	7,000
TO:	2200-800	7,000

Reallocate funds within Instructional Staff Expenses to cover higher than projected subscription expenses

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FROM:	2300-200	200,000
TO:	2300-100	200,000

Reallocate funds within Administration to cover higher than projected payroll expenses

\*\*\*\*\*

FROM:	1100-100	210,000
TO:	2400-100	210,000

Reallocate payroll from General Instruction to Pupil Health to cover higher than projected payroll expenses

\*\*\*\*\*

FROM:	2600 - 400	Operations - Purchased Property Services	200,000
TO:	2600 - 100	Operations - Salaries	200,000

Reallocate funds within the Facilities Budget from Purchased Property Services, expected to have a positive variance, to cover projected payroll expenses

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FROM:	3200 - 700	Student Activities - Property	130,000
TO:	3200 - 300	Student Activities - Purchased Professional Services	130,000

Reallocate funds within the Student Activity function to cover greater than projected expenses for Purchased Prof/Tech Training.

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Motion Approved 7-0.

**THERAPLAY, INC CONTRACT**

Motion by Dennis Weldon, supported by John Gamble, to approve to sub-contract with Theraplay, Inc. for speech and language therapy to special education students for the remainder of the 2016-2017 school year. This contract is Attachment A.

Motion Approved 7-0.

**EMPLOYMENT CONTRACT**

Motion by John Gamble, supported by Meg Evans, to approve the Employment Contract for Andrea L. DiDio-Hauber, Director of Human Resources, effective October 1, 2016 through September 30, 2021. This contract is Attachment B.

Motion Approved 6-1. (Sharon Collopy)

**PERSONNEL ITEMS**

Motion by Karen Smith, supported by Jerel Wohl, to approve retirements/resignations, terminations, leaves of absence, appointments - professional and support staff, classification changes, community school staff, EDR technology coaches, and EDR change list.

**RETIREMENTS/RESIGNATIONS/TERMINATIONS****RETIREMENTS:**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>
Sandra Dee Warren	Custodian	CB West	11/2/2016

**RESIGNATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>
Jordan R. Agzigian	Mathematics Teacher	Unami	10/21/2016
Mary Elizabeth Berger	Com Sch Before/After	Groveland	10/4/2016
Nicole M. Celano	Before/After Care	Butler	6/30/2016
Andrew Michael Dowd	Gifted/Resource Teacher	Tamanend	9/14/2016
Tara Marie Doyle	Duty Assistant	Bridge Valley	10/7/2016
Veronica Gattuso	Before/After Care	Linden	6/30/2016
Gina M. Gonnella	Special Ed Teacher	Doyle	12/7/2016
Lindsey M. Hollingsworth	Special Ed Asst	Unami	6/15/2016
Colleen P. Larkin	Swim Program	CB South	9/30/2016
Tina Lewis	Coach	Unami	8/1/2016
Steven A. Lichter	Coach	Lenape	10/5/2016
Katelyn M. Messina	Com Sch Before/After	Titus	6/30/2016
Nicholas R. Potter	Before/After Care	District Wide	6/30/2016
Warren Robertson	Coach	CB West	9/23/2016

**TERMINATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Morgan N. Maxwell	Custodian	Linden	10/3/2016	90 Day Probation

**TERMINATIONS PER TERMS OF  
EMPLOYMENT**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Amy Leta	Special Education Asst	Unami	1/29/2016	Temporary Position
Scott R. Levan	Capital Project Coord	Facilities	9/30/2016	Position Ended
Nicole M. White	Coach	Unami	4/30/2016	Temporary Position

**LEAVE OF ABSENCE**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>FROM</u>	<u>TO</u>
Jamie Barna	Mathematics Teacher	Unami	1/26/2017	8/2017 First Teacher Day
Suellen Brunswick-Hanks	Special Ed/English	Holicong	9/28/2016	TBD
Jessica Corson	Personal Care Aide	CB West	9/30/2016	Intermittent
Danielle M. McManus	Elementary Teacher	Pine Run	1/17/2017	4/10/2017 (12 wks)
Michele Ann Musich	(.60 FTE) Staff Nurse	Gayman / Butler	10/20/2016	11/10/2016 (3 wks)
Kimberly Rissing	Mathematics Teacher	Tohickon	8/29/2016	1/26/2017 (1st day, 2nd Semester)
Michelle A. Rhodes	Elementary Teacher	Gayman / Groveland	12/7/2016	8/2017 First Teacher Day
Kirsten A. Siliani	Special Ed Teacher	CB East	11/21/2016	1/26/2017 (1st day, 2nd Semester)
Laura A. Wingerter	English Teacher	Unami	1/26/2017	8/2017 First Teacher Day

**BUILDING SUBSTITUTES**

<u>NAME</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>	<u>SALARY P/DAY</u>	<u>DAYS P/YEAR</u>
Michael Mitnick	Floating - Secondary	10/10/2016	\$125	150
Shannon Ryan	Lenape	10/10/2016	\$125	150
Shana Snyder	Floating - Secondary	10/10/2016	\$125	150
Kelly Wade	Tohickon	10/20/2016	\$125	150

**APPOINTMENT OF SUPPORT EMPLOYEES**

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE</u>	<u>SALARY</u>
Dorothy Austin	On Call EA	Transportation	8/31/2016	\$10.50 p/hr
Joan Anzideo	(.5 FTE) Duty Assistant	Bridge Valley	10/10/2016	\$12.63 p/hr
Kimberly J. Barlick	On Call EA	Transportation	10/17/2016	\$10.50 p/hr
Sharon Bleiler	(.98 FTE) PCA	Titus	10/5/2016	\$14.43 p/hr
Brenda A. Brown	(.62 FTE) Title 1 TEMP	Doyle	10/4/2016	\$14.43 p/hr
Sascha Campi	On Call EA	Transportation	10/10/2016	\$10.50 p/hr
Katherine P. Donahue	(.75 FTE) EA - Office	Cold Spring	10/4/16 - 1/3/17	\$12.63 p/hr
Stacy Donnelly	(.96 FTE) Sp Ed EA-Temp	Butler	10/17/2016	\$14.43 p/hr
Richard Towle	On Call Sub Custodian	District Wide	10/11/2016	\$14.00 p/hr

**STATUS/ASSIGNMENT CHANGE**

<b><u>NAME</u></b>	<b><u>PREVIOUS</u></b>	<b><u>NEW</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>PREV / NEW SALARY</u></b>	<b><u>BUILDING</u></b>
Michael Aiello	LTPD	LTS 2016-17 School Year	11/21/2016	\$45,254 BS + 0 credits, Step 1	CB East
Kaitlyn P. Armstrong	(.33 FTE) Before/After	(.15 FTE) Comm Sch Instr 1	10/17/2016	\$24.48 to \$20.66 p/hr	Mill Creek
Kathleen J. Britt	(.99 FTE) PCA	(1.0 FTE) PCA	10/4/2016	\$14.43 p/hr / Same	Tamanend
Gerald D. Courtney	(.97 FTE) Duty Asst	(1.0 FTE) Special Ed Asst	10/5/2016	\$13.02 to \$15.43 p/hr	Lenape
Jane Francis Dittmar	Driver/ Sub Dispatcher	Dispatcher	9/1/2016	\$21.46 to \$25.19 p/hr	Transportation
Kristina Marie Halner	(.5 FTE) Swim Program	(.5 FTE) SAL Head Swim Coach	9/1/2016	\$13.90 to \$16.00 p/hr	CB South
Colleen J. Hessenthaler	(.5 FTE) Basic Skills w/ (.08 FTE) Reg Ed	(.5 FTE) Basic Skills	9/8/2016	\$14.43 p/hr / Same	Butler
Delaney J. Kendrick	Swim Program	Student Lifeguard	9/1/2016	\$8.40 p/hr to \$8.90	CB East
Dawn Marinello	LTS First Semester	LTS 2016-17 School Year	1/26/2017	\$51,157 (MS + 0 credits, Step 1)	Unami
Brian Price	LTPD	LTS - end of 1st Semester	10/10/2016	\$150 p/day to \$45,254 Prorated	Tohickon
Stephen G. Rosemin	Sub Custodian/Temp Custodian	3rd Shift Custodian -Temp	9/19/2016	\$16.21 p/hr / Same	CB South
Linda Slack	(.5 FTE) Custodian	On Call Sub Cust	10/14/2016	\$16.21 to \$14.00 p/hr	District Wide
Melanie Sobiech	(.68 FTE) Before/After	(.86 FTE) C/S Suprv	10/17/2016	\$24.48 p/hr / Same	Warwick/Mill Creek
Terry L. Williams	(1.0 FTE) Custodian	(.5 FTE) 2nd Shift Cust	11/2/2016	\$16.42 p/h / Same	Buckingham

**ADDITIONAL DUTY**

<b><u>NAME</u></b>	<b><u>ADDITIONAL DUTY</u></b>	<b><u>BUILDING</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>ADDITIONAL SALARY</u></b>	<b><u>SCHEDULE</u></b>
Katherine R. Ayling	LTPD (.5 FTE)	Butler	10/6/16-12 wks	\$75.00 p/half day	.5 LTPD Butler p.m.
Susan Furfari	After School Detention	Tohickon	10/11/2016	\$15.57 p/hr \$16.84 (No Change)	As Needed
Priscilla Graves	(.2 FTE) Comm Sch EA	Doyle	10/11/2016	\$15.57 p/hr	.2 After School
James Neely	After School Detention	Tohickon	10/5/2016	\$17.16 p/hr	As Needed
Patricia C. Schumacher	Comm Sch EA (Sub)	District Wide	10/24/2016		As Needed

**COMMUNITY SCHOOL- SUPPORT STAFF**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>BUILDING</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>SALARY</u></b>	<b><u>SCHEDULE</u></b>
Claire T. Brown	Comm Sch EA - Sub	District Wide	10/10/2016	\$14.43 p/hr	Part-time, as needed
Karen M. Demore	(.40 FTE) Comm Sch EA	Titus	10/24/2016	\$14.43	3 hrs p/day 4 days p/wk

Linda Rose Flemming	(.25 FTE) Comm Sch EA	Groveland	10/13/2016	\$14.43 p/hr	2.5 hrs p/day, 3 days p/wk
Mary K. Hughes	(.5 FTE) Comm Sch EA	Warwick	10/10/2016	\$14.43 p/hr	3 hrs p/day, 5 days p/wk
Marellen Noonan	Comm Sch Instr 2 - Sub	District Wide	10/14/2016	17.65 p/hr	Part-time, as needed

#### **EDR TECHNOLOGY COACHES**

<u>Name</u>	<u>School</u>	<u>Units Paid</u>
Brian Novick	Holicong	5
Gabriel Feliciani	Lenape	2
Jeanene Sleeter	Lenape	3
John Heisey	Tamanend	5
Bridget Fox	Tohickon	5
Stacy Caldwell	Unami	5
Vanessa Power	East	2.5
Josh Hoskins	East	2.5
Patrick Wheelles	South	5
Erin Walsh	West	5

#### **EDR CHANGE LIST**

Louis Bayne	Holicong/Assistant Football	8
Christa Reitz	Tamanend/Field Hockey	2
Ashley Aquilante	Unami/Cheerleading	6
Amy Babb	Field Hockey	5

Before the vote Mrs. Darcy recognized the following retiree for her years of service to the district.  
Mrs. Darcy wished her all the best in retirement.

**Sandra Dee Warren** – Custodian

*Years in Central Bucks: 11*

*Original hire date: August 16, 2005*

*Retirement date: November 2, 2016*

*Subjects taught or positions held: Custodian, 3<sup>rd</sup> Shift Custodian Floater*

*Buildings worked: CB West, District wide*

Motion Approved 7-0.

## STUDENT ITEMS

Motion by John Gamble, supported by Sharon Collopy, to approve the following student items:

1. Approval of CB West and Lenape Middle School History Corps Student Interview Program to travel to Washington, D.C. Dates are November 4, 2016.
2. Approval of CB West Honors Global Relations students to travel to New York. Dates are December 5, 2016.
3. Approval of CB West Honors Global Relations students to travel to New York. Dates are December 20, 2016.
4. Approval of CB West Marching Band and Choir to travel to Orlando, FL. Dates are April 27-30, 2017.

Motion Approved 7-0.

## STAFF CONFERENCES

Motion by John Gamble, supported by Karen Smith, to approve the following staff to attend the listed conferences/workshops:

Name	Area	Dates	Conference name	Location	General Fund	Grants	Totals
Alderfer, Cara	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Bolton, David	Administrator	3/2 to 3/4/17	AASA- National Conference for Educator	New Orleans, LA		2,205	
Dowd, Lauren	Professional	10/21/16	Microsoft EES Mini Conference	Lancaster		105	
Enama, Laura	Administrator	11/30 to 12/2/16	Pa Science Teachers Assoc 2016 Conference	State College		756	
Freeman, Amy	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Hallman, Danielle	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Heisey, John	Professional	10/21/16	Microsoft EES Mini Conference	Lancaster		105	
Houser, Karen	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Jaffe, Jason	Administrator	10/21/16	Microsoft EES Mini Conference	Lancaster	98		
Jaffe, Jason	Administrator	11/1/16	Future Ready Schools	Washington D.C.		220	
Kopecki, John	Administrator	10/13 to 10/15/16	2016 PASA-PSBA School Leadership Conference	Hershey	763		
Kopecki, John	Administrator	10/31 to 11/1/16	2016 PA Principals Assoc State Conference	State College	1,109		
Krotz, Harry	Administrator	10/21/16	Microsoft EES Mini Conference	Lancaster		98	
Morehouse, Jason	Professional	11/8/16	PMEA Professional In-Service Conference	Montgomery CC		30	
O'Neill, Brandy	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Palmer, Amy	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Power, Vanessa	Professional	10/21/16	Microsoft EES Mini Conference	Lancaster		105	
Schubert, Ruth	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Sikora, Corinne	Administrator	10/25/16	Bridges Out of Poverty	Bucks Cty CC		54	
Smith, Lindsay	Administrator	10/21/16	Microsoft EES Mini Conference	Lancaster		98	
Smith, Lindsay	Administrator	11/1/16	Future Ready Schools	Washington D.C.		220	
Smith, Matthew	Professional	11/3/16	The Choices Approach	Moorrestown, NJ		170	
Theis, Allison	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Thomas, Deb	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Thomas, Stephani	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
VanHouten, Madison	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
West, Marc	Professional	11/22/16	Disruption and Innovation in Art	Doylestown	30		
Totals this meeting					2,330	4,166	6,496
Year to date from last meeting					3,773	11,778	15,551
Totals year to date					6,103	15,944	22,047
General fund budget				40,600			

Motion Approved 7-0.

## ADJOURNMENT

Mrs. Darcy announced that the next Board meeting has been changed from **Tuesday, November 8, 2016 to Monday, November 7, 2016.**

Mr. Gamble offered his congratulations to Ms. DiVasto and other music teachers for the fantastic Barrage 8 concert held recently.



Mr. Kopicki encouraged the community to check the CBSD website for all the events/activities scheduled and to come out and support the students.

Mr. Gamble commented on the great football game held Friday evening and that money was raised through the sale of t-shirts to support local families (Dominic L. and Bennett P.) coping with pediatric cancer.

There being no further business before the Board, motion by Sharon Collopy, supported by John Gamble, to adjourn at 8:07 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Sharon L. Reiner".

Sharon L. Reiner  
Board Secretary  
Recording Secretary

## CONTRACTUAL AGREEMENT FOR THERAPY SERVICES

This agreement is made this 17 day of October, 2016 between **Theraplay, Inc.**, a pediatric therapy agency, herein called "Company," and the **Central Bucks School District**, herein called "District." The District is hereby engaging the Company and Company hereby accepts this agreement, as a sub-contractor for the provision of therapy services to the District, bound to the terms and conditions set forth in this agreement. This agreement sets forth a mutually independent contractual relationship. This agreement complies with Titles VI and VII of the 1964 Civil Rights Act. The Company and District shall perform all duties in compliance with all state regulations.

### 1.0 Responsibility of Company

- 1.1 The Company will provide therapists to provide speech, occupational and/or physical therapy services to the District. Therapists will render his/her professional services to, for, and on behalf of the Company, and perform these services in accordance with the standards currently accepted by the Commonwealth of Pennsylvania.
- 1.2 The Company will maintain on file the following documents for its therapists: current state licensure and certification, professional malpractice liability, FBI clearance, Pennsylvania child abuse clearance, Pennsylvania criminal history clearance, clean physical examination with negative PPD results, and CPR certification.
- 1.3 The Company shall not bill, submit for reimbursement, or invoice any student, client or third party for any services. Billing for all services shall only be submitted to the District.
- 1.4 All clinical and medical records shall be held confidential and will not be shared with any persons not related to this contract.
- 1.5 The Company shall bill the District for all reimbursable services at the end of each month.
- 1.6 The Company agrees that it is the Company's responsibility to ensure that the therapist fulfill this contractual commitment.

### 2.0 Responsibilities of the District

- 2.1 The District shall provide all records and related information for all students for whom therapy is provided.
- 2.2 The District shall reimburse the Company for all billable services within 30 days of receipt of Company's invoice. Reimbursement shall be made on a per visit/hour basis, on an independent contractor basis, so that the District is not responsible for income tax deductions or those deductions as required by law of an employer.
- 2.3 In the event the Company does not receive payment of its invoice within 30 days of the District's receipt of the Company's invoice, then Company shall charge District unpaid interest on the unpaid balance at a rate of 1.5% per month. Further, in the event the District fails to reimburse the Company within 90 days of the Company's receipt of the invoice, Company shall have the right to immediately cease any further services on behalf of the District.
- 2.4 The District has the ultimate responsibility for the administration or supervision of services provided.
- 2.5 The District covenants and agrees that the District will not, during the term of this Agreement as may be extended, and after the termination or expiration of this Agreement for one year, directly or indirectly, without the prior consent of the Company, solicit, induce, or contract with any of the Company's employees or the Company's independent contractors to leave the Company, or to work for the District, or to work for any business organizations with which the District is connected. In the event of a breach by the District of this paragraph, the Company may apply to any court of competent jurisdiction for the granting of an immediate Order for an Injunction restraining the violation or breach of the terms of this paragraph. In addition, in case of such breach or violation, the Company shall be entitled to damages and/or relief available to the Company, whether in law or equity.

### 3.0 Terms of Agreement

3.1 Comprehensive Plan: For single therapist positions of four (4) or more hours per day (minimum twenty (20) hours per week), the District agrees to reimburse the Company \$76.50 per hour for therapy services rendered. During regularly scheduled therapist hours, this rate includes participation in IEP meetings, routine or requested paperwork, travel between buildings as needed, conferring with District staff, on-site evaluations, in-service presentations or other activities required to complete this contract.

3.2 This agreement shall be in effect for the period of Nov 1, 2016 through June 30, 2017.

3.3 This agreement shall be reviewed annually for the following school year.

**Theraplay, Inc.**

**Central Bucks School District**

\_\_\_\_\_  
Lisa M. Mackell, PT

President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jill Schweizer

Supervisor of Special Education

Date: \_\_\_\_\_

MARY KAY SPEESE  
DIRECTOR OF SPECIAL EDUCATION  
10-25-16.  
*Mary-Kay Speese*

DIRECTOR OF HUMAN RESOURCES  
EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 25 day of October, 2016, by and between the **CENTRAL BUCKS SCHOOL DISTRICT**, 20 Welden Drive, Doylestown, Pennsylvania 18901 (hereinafter referred to as the "School District") and **ANDREA L. DIDIO-HAUBER**, an adult individual residing in Doylestown, Pennsylvania (hereinafter referred to as the "Director").

RECITALS

WHEREAS, the School District is desirous of employing Andrea L. DiDio-Hauber as the Director of Human Resources of the School District pursuant to the terms of this Agreement; and

WHEREAS, Andrea L. DiDio-Hauber is agreeable to serving as the Director of Human Resources of the School District, all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound and for other good and valuable consideration, do hereby agree as follows:

1. Employment and Term

The School District does hereby employ the Director in the capacity as the Director of Human Resources of the School District for a term of five (5) years, which shall commence on October 1, 2016, and shall end on September 30, 2021, which is a term of five (5) years. The term of this Agreement may be extended pursuant to the mutual agreement of the parties.

2. Director of Human Resources Position

The Director, during the term of this contract and any lawful extensions hereof, serves as the Director of Human Resources of the School District, and the Director shall perform the duties and services as described in the job description, which is attached hereto as Exhibit "A" and incorporated by reference. The Director shall also perform such services and duties as are customary and incidental to that position.

The Director of the School District shall perform her duties in a competent and professional manner in accordance with and subject to: (a) the laws of the Commonwealth of Pennsylvania and of the United States of America; (b) the policies, directives, and/or instructions of the School Board and the Superintendent, whether made in public or private; and (c) the provisions of this Agreement.

The Director shall devote her full time, attention, energy, skills, and labor to her employment as Director of Human Resources during the term of this Contract and any lawful extensions. The Director may undertake consultative work, speaking engagements, and other services related to her profession, provided that such activities do not interfere with the

performance of the duties of the Director of Human Resources under this Contract, and provided that such activities are approved in advance in writing by the School Board, which approval shall not be unreasonably withheld or delayed.

3. Compensation of Director of Human Resources

The annual compensation to be paid by the School District to the Director, in accordance with the School District's Salary Payment Practices in effect at the time and subject to the applicable withholdings, shall be not less than One Hundred Sixty Thousand (\$160,000.00) Dollars, effective October 1, 2016, and continuing thereafter through June 30, 2017. Thereafter, the Director's compensation shall be based upon a market study utilizing the appropriate quartile, similar to that utilized in determining the compensation for employees subject to the Act 93 Agreement. Any annual increases noted herein shall be applied to the base compensation at the commencement of the School District's next fiscal year.

4. Benefits of the Director of Human Resources

In addition to the annual compensation set forth herein, the Director shall receive and the School District shall pay for the following fringe benefits:

a. Act 93 Group Benefits. The Director shall, in addition to the compensation and benefits specifically set forth in this Contract, be entitled to receive, at the expense of the School District, the same benefits as a twelve (12)-month administrator as set forth in the agreement between the Central Bucks School District Board of School Directors and the Act 93 School District Administrators for the period beginning on July 1, 2016, and ending on July 30, 2019. To the extent that any modifications to the Act 93 benefits occur following the expiration of the current Personnel Practices and Comprehensive Plan, said modifications of the Act 93 agreement shall be applicable to the Director. The Director shall, notwithstanding anything herein to the contrary, be obligated to make the same, if any, contributions for healthcare premiums made by those employees of the School District included within the Act 93 Agreement. For the purposes of this Agreement, the Director shall be considered a "Tier 1" employee.

b. Membership in Professional Associations. The School District shall pay the yearly membership dues for one (1) professional association chosen by the Director and approved by the School Board, which approval shall not be unreasonably withheld or delayed by the School Board.

c. Mileage Allowance. The School District shall pay the Director a reimbursement equivalent to the Internal Revenue Service reimbursement rate for the use of her personal vehicle for travel related to the performance of her duties inside and outside the School District, which shall be reimbursed to the Director on a monthly basis after submitting the appropriate written request.

d. Attendance at Conferences. The School District shall pay the reasonable and necessary costs for the Director's attendance at professional conferences in recognition of the

need for continuing professional growth depending upon the availability of funds. The Director agrees that attendance at conferences shall not interfere with the proper administration of the School District and that her right to attend any particular conference is subject to disapproval by the School Board. The Director shall provide not less than twenty (20) days advance written notice of her anticipated attendance at any conference to the Superintendent.

c. Liability Limitation. The School District shall not be deemed to be an insurer of the benefits to be provided by any insurance company or other provider. The rights of the Director to any benefits hereunder are subject to all limitations, conditions, and/or exclusions set forth in any applicable plan or policy. In the event that any insurer fails to make payment of any benefits claim by the Director or her estate/beneficiaries, their sole and exclusive right is against the insurer and no action may be brought against the School District as long as the School District paid required premiums.

#### 5. Director of Human Resources' Duties

The School District and the Director recognize and agree that the function of the Director of Human Resources is to manage the human resources of the School District under the direction and control of the Superintendent and to help further the fundamental mission of the School District, which is the delivery of quality educational services to the Central Bucks School District community.

#### 6. Assessment of Performance

The School Board and the Director agree that the School Board, the Superintendent, and the Director shall meet in Executive Session at appropriate times and subject to the requirements and limitations set forth in the Sunshine Act of Pennsylvania, at least once a year during the term of this Contract: (a) to review the performance of the Director; (b) to review School District needs and goals as they impact upon the Director's performance; (c) to clarify the Director's role in the school system as seen by the Superintendent and School Board; (d) to clarify the Director's job description and immediate priorities as established by the Superintendent and School Board; (e) to develop harmonious working relationships between the Superintendent and School Board and the Director; (f) to provide direction in the attainment of effective leadership for the School District; and (g) to discuss such other issues as they impact the Director's performance and evaluation. Regular, periodic, and objective evaluations of the performance of the Director will be performed by the Superintendent.

#### 7. Professional Liability, Indemnification, and Insurance

The Board agrees that it will defend, hold harmless, and indemnify the Director from any and all demands, claims, suits, actions, and legal proceedings brought against Director in her individual capacity or in her official capacity as agent and employee of the Board to the extent permitted by law, provided the incident arose while the Director was acting within the scope of her employment and did not arise from the willful or deliberate misconduct of the Director. The School District shall provide the Director with reasonable amounts of such liability coverages as are within the authority of the School Board to provide under state law.

8. Termination

This Agreement shall terminate upon the occurrence of the first of the following events:

- a. The expiration of the term herein set forth or any renewal or extension of said term.
- b. Mutual agreement of the School District and the Director upon the terms and conditions set forth in a writing signed by the School District and the Director.
- c. Retirement or resignation of the Director upon ninety (90) days prior written notice to the School District.
- d. Discharge of the Director during the term of this Agreement or any renewal or extension thereof by the Board of School Directors of the School District for cause for the reasons set forth in and in accordance with the procedures specified in Section 1122 of the Public School Code of 1949 as amended.
- e. In the event the School District should determine to proceed with the termination of this Agreement, pursuant to the provisions of subsection (d) of this section, it is understood and agreed that the Director shall be entitled to receive any and all rights afforded to her pursuant to the Local Agency Act, including receiving any charges in writing, adequate notice of a hearing, a fair and impartial hearing, and all elements of due process, together with a right to appeal any adverse decision to a court of competent jurisdiction. The School District shall not arbitrarily and capriciously call for the termination of the Director's employment.

9. Savings Clause

Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed to be deleted from this Agreement to the extent that it violates law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

10. Governing Law and Jurisdiction

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and any action initiated by either the School District or Director to enforce this Agreement shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania, and each of School District and Director agree to submit to the jurisdiction of said court.

11. Notices

All notices given by either party to the other shall be in writing and addressed as provided below and shall be sent by United States Postal Service, Registered, or Certified Mail, postage prepaid, Return Receipt Requested, or by overnight courier service requiring a signed receipt and guaranteeing next business day delivery as follows:


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

As to the Director:                              Andrea L. DiDio-Hauber

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed.

Attest:

CENTRAL BUCKS SCHOOL DISTRICT

  
Secretary

  
President

  
Witness

  
ANDREA L. DIDIO-HAUBER, Director

  
Witness



EXHIBIT "A"

{00768833/}

Central Bucks School District  
Position Description

**Position Title:** Director of Human Resources  
**Department:** Central Office Cabinet  
**Reports to:** Superintendent of Schools

**Summary:** Responsible for providing comprehensive personnel management, employee and labor relations, and administrative service to staff; respond to the emerging need for human resource development. Plan, direct and supervise personnel operations.

**Essential Duties and Responsibilities:**

1. Coordinate the employment process for new staff including, but not limited to, recruitment, applicant screening, interviewing, compensation analyses and benefits administration. Responsible for the timely and accurate submission of action items for the personnel section of the School Board agenda. Assist the Superintendent, Assistant Superintendent for Elementary Education and the Director of Secondary Education with staffing and the contract award process.
2. Serve as advisor to superintendent, administrators and Board of School Directors on personnel, labor relations, employee benefits, performance evaluation and compensation.
3. Administer district personnel programs, practices, procedures and labor agreements.
4. Assist with labor negotiations for employee groups. Provide contract language and related cost information to the Superintendent and Board of School Directors.
5. Interpret collective bargaining agreements and assist with grievance and dispute resolution; represent the district in arbitration proceedings when necessary; assist supervisors with the employee discipline process.
6. Establish and direct the operation of cost effective benefit programs including, but not limited to, health and medical, disability, life, dental, retirement, prescription drug, employee assistance, unemployment and worker's compensation, etc. Conduct periodic research to determine the cost effectiveness of such programs and make recommendations to the Cabinet and Board of School Directors.
7. Participate in the development of policies, administrative regulations and procedures.
8. Develop budget proposals for the personnel and benefits section of the District's annual budget.
9. Administer personnel database (HRIS) to be utilized for district management and school district operations. Responsible for substitute employee recruitment and systems to improve the attendance process and reduce staff absence.
10. Responsible for the development and maintenance of position descriptions for all employees according to statutory provisions.
11. Maintain accurate and updated confidential personnel records for all employees in accordance with generally accepted standards and in compliance with the requirements of state and federal regulatory agencies.

12. Serve as resource to administrators and employees on matters concerning collective bargaining, interpretation of labor agreements, personnel policies and administrative regulations and State and Federal statute. Provide guidance on matters concerning professional certification and retirement.
13. Maintain compliance with federal and state laws, which apply to personnel and/or related school district policies, regulations and practices.
14. Attend school board meetings and present reports on topics including, but not limited to, staff attendance, health care expenditures, and cost effective benefit plan design.
15. Perform such other tasks and assume other responsibilities as assigned by the Superintendent.

**Supervisory Responsibilities:** Supervise and evaluate performance of the Employment and Benefits Coordinator, Confidential Secretary for Personnel, Personnel Secretaries and the Administration Center Receptionist. Assist administrators with decisions about supervision when requested.

**Education and/or Experience:** Master's degree in personnel administration, labor relations or business management. A minimum of seven (7) years experience in private or public sector personnel and/or labor relations; experience with collective bargaining and benefit administration; progressive responsibility in management and staff supervision.

**Knowledge, Skills and Abilities:** Knowledge of employment and school law; knowledge of budget development, excellent computer and technical writing skills; ability to promote a positive work environment and provide sound personnel practices at multiple work locations.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to travel to various school district buildings. Ability to effectively make oral and written presentations on a regular basis. Ability to work in an office environment for extended periods of time including, but not limited to, sitting, standing, occasional lifting, bending and reaching. Ability to clearly and effectively communicate using a telephone; ability to operate a personal computer. Must be available on a frequent and regular basis beyond a normal 8 hour work day for meetings, presentations, programs, etc.

**Terms of Employment:** 261 days/12 months

*The information contained in this job description is for compliance with the American with Disabilities Act and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.*

Updated July, 2006