On April 23, 2018 the Board Meeting of the Board of School Directors of the Spring-Ford Area School District was called to order at 7:38 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I:	Dr. Edward T. Dressler, Linda C. Fazzini and Bernard F. Pettit
Region II:	Dawn R. Heine and Colleen Zasowski
Region III:	Mark P. Dehnert and Christina F. Melton
Presiding Officer:	Thomas J. DiBello
Superintendent:	Dr. David R. Goodin
Chief Financial Officer:	James D. Fink
Solicitor:	Mark Fitzgerald, Esq.
Student Reps.:	Taylor Stevens and Nandini M. Patel

The following Board Member was absent: Clinton L. Jackson

# ANNOUNCEMENTS

Taylor announced that artwork from hundreds of Spring-Ford Area School District students will be on display during the Spring-Ford Art Fest May 4<sup>th</sup> and 5<sup>th</sup>. She stated that students in grades 7-12 have the honor to publically display their work to the community during this annual event. Taylor informed everyone that print of the student art and commemorative shirts will be available for purchase during the Art Fest. She stated that the family friendly event is free and open to the public.

Taylor informed everyone that she is officially announcing that she is committing to Jefferson University for Pre-Med.

# I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

There were no comments from the public.

#### II. PRESENTATIONS

Mrs. Nuneviller explained what the Aevidum Club is saying it is all about students helping students and having their back. She stated that the club's activities and meetings are centered around the idea of how to provide a positive environment and make Spring-Ford a more welcoming place. Mrs. Nuneviller spoke about the staff members who are part of the team.

Mr. DeCaro spoke about how the club was born and about the first activity they did which was the Great Kindness Challenge where a group of Aevidum Club students along with advisors were able to put Post-it notes with meaningful messages on every student's locker. Mr. DeCaro introduced a video that showed students participating in the Great Kindness Challenge. He spoke of the positive reaction from the students at seeing those notes on their lockers. Mr. DeCaro next talked other activities they have participated in such as door decorating and Hands of Support. He added that one of the symbols for Aevidum is a hand

along with the "I got your back" slogan. A video of students speaking about why they chose to join the Aevidum Club and what it means to them.

Sela Muto said she is one of the ten original founders of the 7<sup>th</sup> Grade Aevidum Club at Spring-Ford and she spoke about her experience with the club. Sela spoke about her desire to help those students who may be sad and how through the Aevidum Club's efforts they are trying to create a more welcoming environment for those students. Sela stated that she has seen a great improvement in the school environment because of the club. She spoke about the Post-it notes on the lockers and how it made all of the students smile and how many students still keep those notes and look at them on a daily basis. Sela talked about the fellow students she has met through the club and expressed how thankful she was to be a part of this great club.

Cierra Griffith commented that she was honored to be asked to be a part of the Aevidum Program. She added that she said yes to joining this program because she wanted to be a part of a group that supports students and makes a positive change to their school. Cierra stated that she thinks that Aevidum can help kids feel that school can be a happy and fun environment and that learning can be fun. She spoke of how the notes on student lockers made kids feel positive about themselves and happy. Cierra stated that the true meaning of Aevidum is "I've got your back" and that it is a unique club for any student who wants to be a leader and accepting and caring of their fellow classmates.

Mr. DeCaro thanked the Board for providing the opportunity for them to be able to do something like this and reach students at not only an academic level but also at a personal level.

Dr. Goodin asked what the students do on a day to day basis to impact the culture at their school and Sela spoke of them putting the "Hands of Support" up in various places through the building. She added that she has a friend who has a tough home life and how she likes to give high fives to the Hands of Support which makes her feel better. Sela also spoke of how the kids in the Aevidum Club try to spread the message by asking kids if they are okay and if they want to hear a joke. She stated that it really makes someone's day by spreading the message and makes a more welcoming environment. Dr. Goodin expressed how proud he was of the students

Mrs. Zasowski thanked them for their presentation and said that she is glad her twins are in this building. She stated that this program falls in line with things they have discussed at the Board table earlier with regards to walking up to students who may need an extra hand or an extra smile. Mrs. Zasowski stated that the Aevidum Club students may not know how many students they impact but she would imagine that it is a lot and she thanked them.

Dr. Roche spoke about the sticky notes that were spread around the district office and the impact that it had on him that said "Do something today your future self will thank you for".

Mr. DiBello commented that this is a great program and is a nice addition to the anti-bullying program. He said it helps teach kids to be nice to each other. Mr. DiBello spoke of the lifelong impact this can make on students. He applauded the job they are doing and thanked them.

A. Heather Nuneviller, Principal, Michael DeCaro, House Principal, Cierra Griffith and Sela Muto, 7<sup>th</sup> Grade Students, to present on the "Aevidum Club" at the 5/6/7 Grade Center. Dr. Roche advised that he is here to provide an update on the work being done on the Use of Facilities Policy. He stated that nothing final had been decided as this was only an update on the process. Dr. Roche shared the current policy and provided background on the revisions to date and the timeline of the work that has been done by the Policy Committee starting back in 2016. Dr. Roche reported that next month the Policy Committee will provide a presentation to the representatives from outside organizations that use our facilities. He showed a comparison chart of local districts and fees they charge for facility rentals. He next shared the recommendations for rentals including the timeframe for submission of applications, the establishment of dates the buildings will be closed for rentals, and the appropriate use of facilities. Dr. Roche spoke about the building and door security during rental periods. He explained that at the Policy Committee meeting on May 14<sup>th</sup> they will be looking for feedback from the various outside organizations. He presented the organization classifications, the rental charges and the service fees for those classifications. Dr. Roche commented that there has been ongoing conversation regarding whether the service fees billed to the renting organization should cover the true cost of the district and whether there should be service fees charged when school personnel are on the clock. He reported that the next meeting will be May 14<sup>th</sup> at 7:30 in the Hurda Learning Center and that due to the length of conversation expected there may be a potential to use multiple nights for the meetings.

Mrs. Zasowski thanked Dr. Roche for synthesizing the information. She stated that it appears that they have made some progress and she is looking forward to the meeting in May. She reminded everyone that decisions are not being made in isolation.

Mrs. Heine concurred with Mrs. Zasowski saying no decisions are being made without input.

Mr. Dehnert expressed that he was against charging Class II Organizations more than custodial fees and outside field fees. He felt that there was a nominal cost to the district for their use of facilities and that the activities they offer fills a void that the school district cannot provide. Mr. Dehnert stated that he would hate to see costs added that would make the activities prohibitive for the organizations to have as parents would not or could not pay higher fees. Mr. Dehnert stated that he would like to see how much it costs the district annually for these organizations to use the facilities and what it would cost if they did not.

Mrs. Zasowski questioned that if it was such a nominal fee with regards to service fees then why should all of the taxpayers have to pay those expenses? She also asked why shouldn't those groups looking to utilize the district's facilities have to pay the fees? Mr. Dehnert stated that this could be said about any activity outside of the school day and he again spoke about the void these extracurricular activities fill at very little cost to the district. Mrs. Zasowski replied that she agrees with Mr. Dehnert as her daughters participate in the Youth Basketball League and she agrees it provides a service but again questioned if Mr. Dehnert states that it is such a nominal fee then why shouldn't those using the facilities pay that nominal fee. Mr. Dehnert said that when you add up the charges for all of the fees you are talking about adding tens of thousands of dollars a year to the basketball program as there are over 1,000 kids that participate in this program so it will not be a nominal charge to the people who are in the program. Mr. Dehnert said he could say the same thing as Mrs. Zasowski and ask why should the taxpayers pay for someone to play any sport. He added that we are here to educate kids so why not end the school day at whatever time classes are done and not have any more costs.

Mr. DiBello stated that the difference between the two is that we are paying particular attention to the students here at Spring-Ford during the school day and he understands and agrees to some extent with what Mr. Dehnert is saying but he does not like the word nominal cost as

this is not true. Mr. DiBello commented that the research that Mr. Cooper and Mr. Fink have done show that it comes at a high cost to the district and this is why the Policy Committee has been looking into all of the specifics. Mr. DiBello pointed out that the research Dr. Roche provided showed that many other school districts are doing the same thing. Mr. DiBello stated that he did not agree that the groups outside of the educational system get a pass by the taxpayer. Mr. DiBello felt that they needed to look at all of the numbers in detail and then make a recommendation of the cost if any that should be passed onto the different groups. Mr. DiBello said the first step is to understand the true impact. Mr. DiBello added that he hears from the custodians that when the groups are using the facilities that they cannot get their jobs done as they are being asked to help the groups while they are using the facility. Mr. DiBello said he looks forward to the Policy Committee coming forward with a recommendation.

Mr. Dehnert stated that the bottom line is that these programs benefit our students as the youth basketball program is almost 100% Spring-Ford students. He commented that if the cost is high then that's the figure that it costs the district per year to run these activities. Mr. Dehnert added that he has been coaching basketball for almost 20 years and with most of the practices he has had on most nights he never sees a custodian. He stated that the only time he sees them is if baskets need to be put down or the divider needs to be opened or closed. Mr. Dehnert said he does not really buy the argument that they are spending their time assisting those practices or activities.

Mr. DiBello commented that what he said is that from time to time they do support these activities and not that they are always supporting them. He added that there are groups that come in and the custodian's time is consumed when they are here. Mr. DiBello pointed out that the custodians must also do clean up after the groups leave because most of the groups do not clean up after themselves. Mr. DiBello stated that there is a direct cost to the district and a direct cost to the community.

Mr. Dehnert stated that he looks forward to seeing what that figure is.

B. **Dr. Allyn J. Roche,** Assistant Superintendent, to provide an update on the "Policy Committee's Review of Policy 707 – Use of Facilities".

# III. BOARD AND COMMITTEE REPORTS

#### Student Rep. Report Taylor Stevens/Nandini Patel

Taylor and Nandini provided a PowerPoint presentation. Taylor reported that they meet monthly with Dr. Nugent and Dr. Weidenbaugh along with 2 students from each grade. She stated that at their last meeting they talked about modernized learning, Powder Puff safety as some of the stunts being done are a bit risky and agreements between students and coaches on valid reasons for leaving practice early. Nandini reported on the Music Department's success. Taylor provided an update on HOSA (Health Occupations Students of America) and said that 10 students from the Western Center placed in states and will be travelling to Dallas, Texas to compete at the national competition. Taylor advised that 4 of those 10 students are from Spring-Ford and that she was one of those students. Taylor spoke of all of the time that she put into this and that she loved every minute of it and has decided that she wants to become EMT certified as soon as she can because through all of this she realized that she loved EMT work. Nandini reported that pre-registration for AP Exams is taking place this week and that the exams will begin on May 7<sup>th</sup>. Taylor advised that she and Nandini were fortunate enough to get to spend about an hour at Upper

Providence Elementary School meeting with the student council. She added that they toured the school, saw the murals and the many pieces of student art work placed around the building. Taylor stated that they found the building to be very colorful and thinks that all of the schools should do this. Nandini commented that she loved how the school kept the memories of the alumni from UPE and she spoke about the tiles that students. Taylor talked about the UPE 21+1 challenge and how each of the classrooms are doing good deeds around the community and within the school. She added that they are going to challenge another school to do their own good deed in the hopes of this spreading and everyone ending up doing good deeds. Nandini reported that they really enjoyed visiting Upper Providence and want to continue going out to other elementary, middle and intermediate schools as well.

# WMCTC Dressler, Heine, Zasowski 1<sup>st</sup> Mon. 7:00 p.m.

Dr. Dressler reported that Joint Operating Committee met on April 9th where Mr. Moritzen provided an enrollment report that indicated there were 580 students enrolled with 299 in the morning classes and 281 in the afternoon classes. He added that 9<sup>th</sup> graders total 20 from Pottsgrove, 46 from Spring-Ford and 16 from Upper Perkiomen. Dr. Dressler listed the filled programs at the Western Center. He invited everyone to attend the Car Show on May 5<sup>th</sup> and added that there was no entrance fee but a donation is requested in support of student programs. Dr. Dressler advised that summer camp enrollment is taking place with 102 students currently enrolled. He reported that the state has audited the programs at the Western Center and they received a good report. Dr. Dressler commented that the Skills USA Competition has a winner from Spring-Ford, Lucy Stone, who took silver in the automotive technology. Dr. Dressler reported that next month's community dinner is sold out. He advised that Marc Davis, the WMCTC Solicitor, reported on the issue of changing the starting date. Mr. Fitzgerald explained that there is a resolution on the agenda tonight as there is on all of the agendas of the sending districts to modify the start date and end date for term of the Superintendent of Record to the WMCTC. He added that what is before the Board is an action item to modify the Articles of Agreement. Mr. Fitzgerald advised that this requires a majority of the boards so 2 out of 3 of the sending districts must approve it plus a majority of the board members must also be in favor of this for it to pass.

# PSBA Liaison

#### **Dr. Edward Dressler**

Dr. Dressler reported that PSBA is asking for presentations for the School Leadership Conference being held in the fall. He added that in the past the district has sent presentations for consideration and they have been successful. He expressed hope that we would be doing this again and he advised that the deadline for submission is June 1<sup>st</sup>. Dr. Dressler advised that 200 out of the 799 school districts in Pennsylvania have sent a petition in reference to Senate Bill 2 and as a result this bill has been put on the shelf. Dr. Dressler reported that Senate Bill 1078 dealing with the ability of school boards to discuss issues of public safety and security in executive sessions rather than in public sessions. Dr. Dressler stated that House Bill 638 has been passed which eliminates cross filings of school board petitions. He added that PSBA opposes this as they think that by making it a partisan nomination it will make it a political educational influence and they want to have cross filing to ensure that the best qualified candidates are going to be available regardless of their political affiliation. Dr. Dressler reported that House Bill 13 still has some life and will probably resurface in the future. Mr. DiBello clarified that House Bill 638 only went through the House but not the Senate yet.

Dr. Goodin advised that we are in the process of preparing a presentation on modernized learning to be submitted to PSBA for the School Leadership Conference.

# Legislative Committee Christina Melton 3<sup>rd</sup> Weds. 7:30 p.m.

Mrs. Melton reported that in place of the Legislative Committee Meeting the Legislative Breakfast was held on April 6<sup>th</sup>. She advised that some of the topics touched on were safety, vouchers, charter schools and the appeal of tax assessments by school districts. Mrs. Melton stated that there were a lot of things happening in Harrisburg this past week. She reported that the House passed a bill on the Civics Education graduation requirement where districts must test students in U.S. History, Government and Civics. She added that the district could use the U.S. Citizenship and Immigration Service test for this. The bill would be effective in the 2020-2021 school year. Mrs. Melton added that in addition there is a Property Tax Credit Bill that the House Finance Committee met on that for the most part gives legal authority to school districts to provide additional property tax relief to senior citizens who volunteer in the district. This bill was referred to the House Aging and Older Adult Services Committee. Mrs. Melton stated that the Senate Education Committee is looking at Collective Bargaining and Act 88 but added that no legislation has been written as of now but it appears that Chairman Eichelberger is looking to identify changes that can be made to existing law to prevent strikes and modify the bargaining process to make for a more level playing field. Mrs. Melton advised that graduation requirements are still being talked about and this is something we need to keep our eye on. She reported that PDE rescinded 2012 guidelines on filing PDE 363 which pertains to the charter school's calculation on public school reimbursement to the charter school. PDE has said they are not doing this any longer, will not get involve and will pay whatever bill the charter school sends to them. Mrs. Melton stated that if we choose to appeal it we can appeal it to PDE and they will make a decision but ultimately the charter school and the school district will have to settle the issue in commonwealth court.

Mr. DiBello cautioned Mr. Fink and his department that they are going to need to start looking very closely at charter school bills. He added that charter schools are getting very creative on the way they are coming up with a per student cost. He stated that we need to take a serious look at this especially now since PDE is stepping back from it. Mr. DiBello commented that the biggest thing will be their ability to classify a student as special needs based on whatever criteria they may or may not use.

Mr. Fitzgerald commented that depending on the way this may or may not play out, he would not be surprised if there were some sort of class suit by a number of districts on this issue. Mr. DiBello stated that he could almost predict what school districts that would be as the way it is set up now the charter schools can establish their own rates without any oversite now.

Mrs. Melton reported that a letter was sent to Members of the House showing them their school districts and what they are going to lose. She added that PDE has said they would review if a district appeals the issue but they will only review it after they have already made the payment.

Mr. DiBello reminded the Board that if we do not make the payment to the charter school then the state will automatically take the money out of our state contribution.

MCIUThomas J. DiBello4th Weds. 7:00 p.m.Mr. DiBello reported that the MCIU Board meeting last month was geared towards utilizing<br/>the old MCIU facility for the Head Start Program and Pre-K Program which have been such<br/>a success. Mr. DiBello stated that in order to continue using the building modification will have<br/>to be made. Mr. DiBello said the good news is that the cost of any modifications will not be<br/>passed onto school districts but rather funded through the money brought in from the Early<br/>Intervention Program and Pre-K Programs.

# Personnel Bernard Pettit (As Needed)

Mr. Pettit reported that the Personnel Committee met for a follow up meeting with the secretarial group representatives to discuss their concerns and it was a very informative meeting.

# Superintendent's Report Dr. David R. Goodin

Dr. Goodin congratulated those staff members appearing on the agenda who have announced their retirement. He acknowledged Mr. Mitch Edmunds' retirement and stated that he is wrapping up a 38 year career in education. He added that Mr. Edmunds joined Spring-Ford in 2006 and for the past few years has headed up Limerick Elementary and Spring City Elementary. Dr. Goodin stated that we will miss his leadership in the two buildings and we wish him all of the best as well as all of the staff who are entering retirement and the next phase of their lives. Dr. Goodin reminded the community that the High School Prom will take place this weekend at Drexelbrook with a post prom following at the High School. He advised that there is a community walkthrough on Saturday afternoon for anyone interested in seeing the Post Prom decorations and activities. Dr. Goodin thanked all of the people involved with the SNAP Post Prom and said that they look forward to a great evening.

# Solicitor's Report Mark Fitzgerald

Mr. Fitzgerald noted that under Programming, Letter B, he would like to see the addition of the wording "pending review and approval by the solicitor's office". Mrs. Heine commented that the reason for the change was because we are going from a 1 year to a 3 year contract as the yearly cost went down significantly by going with a 3 year contract.

# IV. MINUTES

Mr. Dehnert made a motion to approve Items A-B and Mr. Pettit seconded it. The motion passed 8-0.

A. The Board approved the March 19, 2018 Work Session minutes. (Attachment A1)

#### **New Minutes**

B. The Board approved the March 26, 2018 Board Meeting minutes. (Attachment A2)

# V. PERSONNEL

Mr. Dehnert made a motion to approve Items A-L and Mr. Pettit seconded it. The motion passed 8-0.

Dr. Goodin welcomed Mr. Hunter who is Mr. Cooper's replacement to the district and stated that he looks forward to working with him.

Mr. Hunter identified himself and stated that he is coming to Spring-Ford from the School District of Philadelphia. He commented that he has just completed his 22<sup>nd</sup> year with 18 of which have been in facilities management. Mr. Hunter stated that he is looking forward to working with the Spring-Ford Area School District, the community and the leadership.

Mr. DiBello commented that the Board is looking forward to working with him and added that his predecessor, Mr. Cooper, was with the district 25 years, so he will probably hear his name a lot. Mr. DiBello expressed that they look forward to hearing new ideas and continuing to make Spring-Ford the best especially with our facilities. He welcomed Mr. Hunter.

# A. Resignations

- 1. **Gillian M. Arganetto;** Special Education Teacher, 5/6<sup>th</sup> Grade Center. Effective: April 20, 2018.
- 2. **Mitchel L. Edmunds**; Elementary Principal, Limerick and Spring City Elementary Schools, for the purpose of retirement. Effective: July 1, 2018.
- 3. **Susan B. Eisenhauer;** Instructional Assistant, Senior High School, for the purpose of retirement. Effective: June 15, 2018.
- 4. **Richard L. Grove;** Systems Technician, Upper Providence Elementary School. Effective: April 11, 2018.
- 5. John S. Vanderslice; Custodian, Senior High School, for the purpose of retirement. Effective: July 9, 2018.

## **New Resignation**

6. Lucille DeSantis; Food Service Manager, Spring City Elementary School, for the purpose of retirement. Effective: June 15, 2018.

## B. Leaves of Absence

- 1. **Suzanne Bowman**; Art Teacher, Upper Providence Elementary School, for childrearing leave per the Professional Agreement. Effective (revised): May 26, 2018 through the second marking period of the 2018-2019 school year.
- Suzanne D. Laurie; ESL Teacher, 5/6<sup>th</sup> Grade Center, for child-rearing leave per the Professional Agreement. Effective: August 22, 2018 through the 2018-2019 school year.

# C. Support Employees

- 1. **Allyson B. Hansell**; Part-time Food Service (3 hours/day), 5/6<sup>th</sup> Grade Center, replacing Laura Marie Tuturice who had a change of assignment. Compensation has been set at \$12.91 an hour per the Food Service Plan. Effective: April 16, 2018.
- 2. **Shannon L. Osborne;** Instructional Assistant, Limerick Elementary School. Compensation has been set at \$17.36/hour (degree rate) with benefits per the Instructional Assistants' Plan. Effective: April 3, 2018.
- 3. Julie E. Reicher; Instructional Assistant, Evans Elementary School. Compensation has been set at \$17.36/hour (degree rate) with benefits per the Instructional Assistants' Plan. Effective: April 9, 2018.

# D. Change of Status

1. **Deborah L. Sanford;** Part-time Food Service (4 hours/day), Oaks Elementary School, to Level IV – Clerical Assistant at the District Office, replacing Molly A.

Bowe who resigned. Compensation has been set at \$13.15 an hour per the Secretarial Plan. Effective: April 9, 2018.

E. Substitute

1. Kimberly J. Bainbridge	Food Service Substitute
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#### **New Substitutes**

2. Aimee Mutter	Office/Clerical
3. Denise L. Smith	Food Service

- F. The Board approved **Bertha Scarborough** to be hired as a Homebound Instructor. Compensation will be set at \$40.00/hr. Effective: April 12, 2018.
- G. The Board approved the attached extra-curricular contracts for the 2017-2018 school year. (Attachment A3)
- H. The Board approved the following Registered Nurse to work five (5) hours per day for the 2018 Extended School Year Program at a rate of \$40.00 per hour.

#### 1. Suzanne Mosebrook

 The Board approved the following Special Education Teachers to be hired for the 2018 Extended School Year – Professional Staff including: Speech & Language Service and Tutor Programs. Compensation will be set at \$40.00 per hour plus benefits (FICA & Retirement). Funding will be from 2017-2018 IDEA funds.

\*New additions since last week

- 1. Nicole M. Accor
- 2. Angela D. Allen
- 3. Gillian M. Arganetto
- 4. Krista M. Brooke
- 5. Kathryn A. Calvert
- 6. April Collins
- 7. Stephanie C. Comptain-Bain
- 8. \*Mary K. Burkholder
- 9. Allison L. Costello
- 10. \*Karen M. DeLange
- 11. Debra C. Dietrich
- 12. Allison L. Dorn
- 13. Emily J. Emerson
- 14. Maura K. Finnegan
- 15. \*Angela M. Fitzgerald
- 16. Catherine M. Forcey
- 17. Crystal L. Fritz
- 18. Deidre A. Gilinger
- 19. Carol M. Gorshe
- 20. Brenda A. Haydt
- 21. Jean Marie Lare

- 22. Gina L. Lasky
- 23. Kevin M. Lewis
- 24. Emily E. Marzewski
- 25. Emily M. McCallister
- 26. Barbara J. McGuigan
- 27. \*Jessica A. Mecleary
- 28. Lindsay N. Miller
- 29. Megan L. Miller
- 30. Laura E. Milligan
- 31. Patricia A. Musselman
- 32. \*Abigail E. Pilgermayer
- 33. Robin L. Riegel
- 34. Dana Rosenblum
- 35. Shana L. Savard
- 36. Elizabeth Shields
- 37. Erin M. Siuchta
- 38. \*Jennifer P. Smith
- 39. Kyle J. Smolsky
- 40. Ashley Stadtfield
- 41. Christopher R. Talley
- 42. Tara Talley

## 43. \*Johannah M. Timbario 44. Gina G. Walters

# 45. Melissa C. Yonchuk

J. The Board approved the following Support Staff to be hired for the 2018 Extended School Year Program(s). Compensation for new employees will be set at \$16.36 - \$19.40 per hour depending on experience and educational degree plus benefits (FICA & Retirement). Regular hourly employees will be paid at their current Instructional Assistant hourly rate. Funding will be from 2017-2018 IDEA funds.

\*New additions since last week

- 1. Teresa I. Bickley
- 2. \*Susan K. Boring
- 3. Lauren M. Boylan
- 4. Joan Clare Callow
- 5. Maryann Christy
- 6. Cheryl L. Colmary
- 7. Lisa M. Collins
- 8. Janet T. Copenhaver
- 9. Debra A. DeMitis
- 10. Judy Denning
- 11. Lisa J. Denner
- 12. Paula T. Donatelli
- 13. Vanessa G. Donatelli
- 14. Greta L. Ertzgard
- 15. \*Maureen E. Faulkner
- 16. Joan D. Flack
- 17. Dana Freas
- 18. Allison M. Fuhr
- 19. Angeline T. Fusco
- 20. Laura Gilmore
- 21. Dallas A. Groshardt
- 22. Marissa R. Hoffman
- 23. Alice B. Hollingsworth

- 24. Andrew T. Howe
- 25. \*Erin E. Hughes
- 26. \*Timothy J. Hunsberger
- 27. \*Naomi L. Keen
- 28. Lynn Marie D. Keene
- 29. Jeanna Laire
- 30. Tiffany M. Landis
- 31. \*Kathy A. Lebedynsky-Pencak
- 32. \*Lisa M. Levengood
- 33. \*Colleen A. Lewis
- 34. \*Angela P. Martz
- 35. Vanessa L. Mayer
- 36. Patricia A. McCormick
- 37. Laura B. McQuaid
- 38. \*Sherri Molishus
- 39. Patricia M. Mullen
- 40. Melanie A. Pierce
- 41. Dustin L. Poole
- 42. \*Katelyn M. Reynolds
- 43. Brianne E. Terry
- 44. Patricia A. Wynn
- 45. Patricia A. Young
- K. The Board approved the following teachers to be hired for the 2018 Cool School Program. Compensation will be set at \$30.00 per hour and will be funded through student tuitions. There will be no cost to the district.

\*New additions since last week

- 1. Brian Aikens
- 2. Susan Albright
- 3. Kris Bautsch
- 4. Katherine Beerer
- 5. Emily Beiter
- 6. Gemma Bonetti
- 7. Maria Cottman
- 8. Eileen Dolenti
- 9. \*Sarah L. Geiger
- 10. Keith Heffner
- 11. Eric Hetrick

- 12. Shannon Hetrick
- 13. John Hughes
- 14. Lucinda lezzi
- 15. Mark Kehl
- 16. Russell Landis
- 17. Joshua Lang
- 18. Jean Marie Lare
- 19. Ellen Luchette
- 20. Lisa Michener
- 21. Kaitlyn Morrison
- 22. Daniel Mountz

- 23. Megan Mowrer
  24. Lauren O'Brien
  25. Kiera Phillips
  26. Gabrielle Procario
  27. Julie Quinby
- 28. Tamura Rivera

- 29. Janet Rudinsky
- 30. Amelia Smith
- 31. \*Erin N. Smith
- 32. David Susek
- 33. \*Danielle Timbario

# **New Personnel Motion**

L. The Board approved **Robert D. Hunter**, Director of Planning, Operations, and Facilities, replacing Bruce W. Cooper who retired. Compensation will be set at \$129,500.00 prorated with benefits per the Administrator's Plan. Effective: To be determined.

## VI. FINANCE

Mr. Dehnert asked that Items F- H be separated.

Mr. Pettit made a motion to approved Items A-E and I-K. Mr. Dehnert seconded it. The motion passed 8-0.

Mrs. Heine made a motion to approve Items F-H and Mr. Pettit seconded it.

Mr. Dehnert commented that the way this is being financed is going to add about \$1 million of extra interest over the term of the bond. He said it was essentially like putting it on our credit card and over 7 years making minimum payments.

Mr. DiBello responded that Mr. Dehnert had said this last week and as a result he talked with Mr. Fink as this did not sound right from when they originally talked about this. He reported that Mr. Fink reviewed with him the scenarios they have talked about in the past and roughly the approach they are going adds up to about an additional \$400,000 not \$1 million. Mr. DiBello stated that they also looked at if they finance the whole thing and not putting in the \$3.4 million. He asked Mr. Fink to help with this response.

Mr. Fink replied that the overall interest accumulated over the life of the bond would be about \$3.4 million.

Mr. DiBello added that if they did go with making the same payments over the life of the bond it would be about a \$400,000 difference. Mr. DiBello pointed out that the reason we are doing this is because we wanted to have the minimal impact. He stated that other considerations that went into this were the debt drop off, the options we would have on the first call of the bonds and the money we would be saving the district by putting the \$3.4 million down. Mr. DiBello commented that two statements made by Mr. Dehnert last week were not accurate as it is not an additional \$1 million and second we did not do this to keep from going to referendum.

Mr. Dehnert stated that he does not believe the numbers because he calculated them and it is \$1.4 if you do it on \$10 million and about \$1 million if you do it on \$7.5 million. Mr. Dehnert disputed the statement that if you are taking it out of the Capital Reserve is saving money as that money is taxpayer money so you are not saving any money. He stated that you are paying for it from reserves rather than borrowing the money so you are not saving money by doing that. Mr. Dehnert argued the number is not \$400,000 and he asked that Mr. Fink send him the amortization schedules for both. He stated that he has done the amortization scheduled and it is \$1 million.

Mr. DiBello stated that he believes Mr. Fink will be more than happy to send Mr. Dehnert those schedules. Mr. DiBello said in this instance he will trust Mr. Fink's numbers because there is no reason to misguide or misdirect. Mr. DiBello added that they are saving the district money by utilizing the \$3.4 million from the Capital Reserve because we are not borrowing that money and there is no interest being paid on it. Mr. DiBello stated that this is what they have been talking about for over two years with regards to financing this project. Mr. DiBello felt that Mr. Dehnert was coming in at the 23<sup>rd</sup> hour and throwing numbers around that are inaccurate and leaving a perception that they are doing something misleading and he said he found that to be pretty inappropriate.

Mr. Dehnert stated that the first time they saw the bond figures was last week so he is not coming in at the 23<sup>rd</sup> hour and making those numbers up.

Mr. DiBello asked Mr. Fink if anything had changed from two years ago as far as how we were financing this project and Mr. Fink replied no that it has been structured the same for the past 2 years. He added that they presented these similar scenarios at the town hall meeting with putting a debt package together with wrap around debt for the purpose of getting us to the debt service cliff without having impact onto the budget. Mr. DiBello said the only information they did not know was the interest rate and they were the final numbers that we saw last week.

Mr. Dehnert disputed that he did not recall at the town hall meeting any discussion on there being extra interest no matter what the amount is that they are talking about now. Mr. Dehnert felt that any amount of money, even if it is \$400,000, is a significant amount of money we are paying extra in taxpayer money because the payments are being shifted. He added that we are basically only paying interest for the first 7 years and this is something that was not disclosed at the town hall. Mr. Dehnert did not feel they were transparent with this information.

Mr. DiBello disagreed saying they did go through this at the Town Hall meeting and the only thing that changed was a recommendation from Mr. Fink and the Business Office to utilize the \$3.4 million out of the Capital Reserve towards the project because originally they were talking about financing the entire bond. Mr. Dehnert stated that the bottom line was that there was no discussion on the extra interest.

Mr. DiBello asked if Mr. Dehnert wanted to make a motion to go back to the original way and finance the entire project amount that was said at the Town Hall meeting and Mr. Dehnert replied that he does not want to do anything with regards to the project. Mr. DiBello felt that what Mr. Dehnert was saying did not make sense as we will be doing better than the way it was originally talked about at the Town Hall meeting as far as how we are funding this project.

Mr. Dehnert said the bottom line is that he is against the project and it can be spun any way you want to but it cost the taxpayers as lot of money for this project for something that really does not help the general education.

Several Board Members said that was Mr. Dehnert's opinion to which he replied that he may be the only one on the Board but he is not the only one in the community who thinks that way. Mr. DiBello said he is looking forward to meeting those people. Mr. Dehnert felt that Mr. DiBello's statement was ridiculous saying that just because people did not come to this meeting or any other meeting and didn't voice their opinion doesn't mean they are for this.

The motion passed 7-1 with Mr. Dehnert voting no.

A. The Board approved next month's payroll, taxes, all benefits, transportation contracts, IU contracts, Vo-Tech payments, debt service payments, utility bills, maintenance agreements, copier leases, equipment maintenance, federal grants, insurance, and discounted invoices.

В.	Checks:		
	1. <u>General Fund Checks</u> Check No. 2029532 – 203150	<b>\$1</b> ,2	275,800.80
	2. Food Service Checks		
	Check No. 792 – 842	\$	73,749.04
	3. <u>Capital Reserve Checks</u> Check No. 2027 - 2028	\$	80,285.00
		Ψ	00,200.00
	4. <u>General Fund, Food Service, &amp; Capital Reserve ACHs</u> ACH 171800636 - 171800701	\$1, <sup>-</sup>	707,090.26

- C. The following monthly Board reports were approved:
  - Skyward Reports
    - Check Register (General Fund, Food Service and Capital Reserve)
    - ACH Check Register (General Fund, Food Service and Capital Reserve)
- D. The Board approved the Montgomery County Intermediate Unit's contract for District ACCESS Medical Practitioner Review/Authorization Services for the 2018-2019 school year. The MCIU will obtain the required Medical Practitioner Reviews/ Authorizations, as per the School-Based ACCESS Program Guidelines. Funding will be paid from the Medical ACCESS funds and shall not exceed \$2,570.00.
- E. The Board approved a one-year contract with Lanyon Solutions, Inc. of Dallas, TX to provide RegOnline (online registration and payment system) that parents can use to register their child(ren) for the Cool School Summer Program. The cost for this program is a base rate of \$1,487.50 for a minimum of 350 registrations and then \$4.25 for each additional online registration received. There will be no cost to the district provided the minimum registrations are met as all costs will be paid from registration fees collected for the Cool School Program.
- F. The Board approved **Resolution #2018-12** authorizing the issuance of General Obligation Bonds in the amount of up to ten million dollars (\$10,000,000) for purposes of the planning, designing, constructing, equipping and furnishing of renovations and additions to the Spring-Ford High School; providing for the date, maximum interest, maximum maturity dates and place of payment in respect to the Bonds; setting forth the parameters for acceptance of a proposal and authorizing acceptance of a proposal for the purchase of the Bonds; and authorizing and directing the preparation, certification and filing of the proceedings with the Department of Community and Economic Development. (Attachment A4)
- G. The Board accepted the Bond Purchase Agreement offered by Boenning and Scattergood, Inc. in conjunction with Resolution 2018-12, and authorize other necessary action as stipulated. (See attached resolution A4)

- H. The Board approved the transfer of \$3.4 million from the General Fund to the High School Expansion Project Fund as was discussed at the March and April Finance Committee meetings.
- I. The Board approved the following independent contracts:
  - Variety Club Camp and Developmental Center Worcester, PA. Provide Extended Year Programs for 7 special needs students as per their IEPs. Variety Club will provide 7 weeks of ESY support programming for each student at a total cost of \$29,800.00. In addition, Variety Club will provide 49 sessions of Speech Services, 35 sessions of Occupational Therapy, and 14 sessions of Physical Therapy for a total cost of \$6,860.00. Funding will be paid from the Special Education Budget and shall not exceed \$36,660.00.
  - Vanguard School Malvern, PA. Provide Extended School Year Programs for three special needs students as per their IEPs. The Vanguard School will provide a three week summer L.I.F.E. Program and services. Funding will be paid from the Special Education Budget and shall not exceed \$9,120.00.
  - 3. **PeopleAdmin, Inc. DE.** Provide Teacher Match Educators Professional Inventory Software services and training effective July 1, 2018 through June 30, 2021. Funding will come from the Human Resource Budget and shall not exceed a total of \$47,000.00.

## **New Independent Contract**

- Cristaldo Associates, Inc. Blue Bell, PA. Provide Translation services for special education documents for a special needs student, identified under IDEA. Funding will be paid from the Special Education Budget and shall not exceed \$1,469.04.
- J. The Board approved the following **independent contract** that is offered free of charge:
  - 1. Farm Explorer Program Norristown, PA. Provide three farm-based biology and environmental science lessons entitled "The Farm Explorer" for students at Upper Providence Elementary School. There is no cost for these lessons.

## **New Finance**

K. The Board approved awarding the following custodial bids. Funding will be paid from the Maintenance Budget.

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# VII. PROPERTY

Mr. Pettit made a motion to approve Items A-B and Mrs. Zasowski seconded it. The motion passed 8-0.

- A. The Board gave approval for About All Floors to replace carpet with VCT in 7 classrooms at the 5/6/7 Grade Center; CO-STARS contract #008-344. Funding will be paid from the 2018-2019 Maintenance Budget and shall not exceed \$19,617.25.
- B. The Board approved awarding the Oaks Chiller Replacement Project to the lowest responsible bidder McCloskey Mechanical Contractors for a low bid of \$134,114.00. Work will be completed over the 2018 summer months. Funding will come from the Capital Reserve Account.

## VIII. PROGRAMMING AND CURRICULUM

Mrs. Heine made a motion to approve Items A-C, B as amended by the Solicitor. Mr. Pettit seconded it. The motion passed 8-0.

- A. The Board approved the 2018 English Language Development (ELD) Summer Program to be held at Brooke Elementary for ELD students entering grades 1-4. The program will run for two weeks in the summer, 4 days a week, for two hours per day, Monday, July 9 through Thursday, July 12, 2018 and Monday, July 23 through Thursday, July 26, 2018. This program will be offered to students at no cost. Teachers will be paid at the current summer school salary rate of \$30.00 per hour plus benefits. There will be no cost to the district as all costs will be funded through Title III Funds and shall not exceed \$2,280.00 (including material costs and teacher compensation for instructional and preparation time).
- B. The Board approved NWEA/Map, a new assessment product for K-12 students, for the 2018-2019 school year. Funding will come from the Curriculum Budget for this three year contract and shall not exceed \$215,000.00. Approval is contingent upon the pending review by the Solicitor's Office.
- C. The Board approved the following new curricular resources for the 2018-2019 school year. Funding will come from the Curriculum Budget and shall not exceed \$200,000.00.

Course	<u>Textbook</u>	<u>Publisher</u>
1. 9 <sup>th</sup> Grade Social Studies (\$60,500.00)	Discovering Our Past, A History of the United States 6 years online access for all Students and teachers	Glencoe McGraw Hill P.O. Box 182605 Columbus, OH 43218
Course	<u>Textbook</u>	<u>Publisher</u>
2. HS Physics (\$21,000.00)	Physics: Principles with Applications 6 years of eText included	Pearson P.O. Box 6820 Chandler, AZ 85246
3. 5 <sup>th</sup> , 6 <sup>th</sup> Grade Science (\$118,500.00)	Glencoe Earth & Space Science 6 years of eAccess included	Glencoe McGraw Hill PO Box 182605 Columbus, OH 43218

All Teacher Materials have been provided free of charge for the purchase above

## IX. CONFERENCE/ WORKSHOP RECOMMENDATIONS

Mr. Dehnert made a motion to approve Items A-F and Mr. Pettit seconded it. The motion passed 8-0.

The following individuals were approved for attendance at the following: CODE: 580 Account: Conference/Training, registration, food, and accommodations

## DISTRICT OFFICE

- A. Robert Catalano, Director of Technology, to attend *"Tech Talk Live"* in Lancaster, PA from May 7 through May 9, 2018. The total cost for this conference is \$654.00 (registration, transportation, lodging, meals). No substitute is needed.
- B. Catherine Gardy, K-12 Literacy Supervisor, and Wendy Taylor, Instructional Coach, to attend the "PA Literacy Symposium" at PaTTAN in Harrisburg, PA from June 13 through June 15, 2018. The total cost for this conference is \$479.76 (registration, transportation, meals). No substitutes are needed.

## **HIGH SCHOOL**

- C. Julie Korchowsky, Teacher, to attend the *"2018 AP Capstone Summer Institute"* at Goucher College in Baltimore, MD from June 24 through June 29, 2018. The total cost for this training is \$2,127.00 (registration, transportation, lodging, meals). No substitute is needed.
- D. Karen Gallagher and Corrine Rudloff, Art Teachers, to attend the "Summer 2018 La Salle University AP Art Summer Institute" at La Salle University in Philadelphia, PA from July 16 through July 19, 2018. The total cost for this training is \$2,985.00 (registration, transportation, meals). No substitutes are needed.

# 5/6/7 GRADE CENTER

E. **Agnes Wright,** Teacher, to attend the "2018 Conference for Wilson Certified Teachers" in Boston, MA on July 8, 2018. The total cost for this conference is \$750.00 (registration, transportation). No substitute is needed.

#### **DISTRICT-WIDE**

F. Steven Hull, Mark Kehl, Zachary Laurie, Shawn Riordan, Jessica Rusinski, and Jill Shull, Ram QUEST Specialists, to attend *"Coding as the New Literacy: A Hands On Event"* at the Corbett Experience Center in Norristown, PA on May 17, 2018. The total cost for this conference is \$1,320.00 (registration and one day of substitute coverage for each teacher).

# X. OTHER BUSINESS

Mr. Dehnert made a motion to approve Items A-D and Mr. Pettit seconded it. The motion passed 8-0.

- A. The following policy was approved:
  - 1. Policy #249 Bullying and Cyber Bullying (Attachment A5)

- B. The Board approved the following annual report of income and expenses as required by Policy #229 Student Fund Raising.
  - 1. Spring City American Legion Baseball, Inc.
- C. The Board gave approval for Thomas J. DiBello to continue to serve on the Montgomery County Intermediate Unit Board of Directors. The seat is for a 2-year term. The current term expires on June 30, 2018. The new term will commence on July 1, 2018 and expire on June 30, 2020.
- D. The Board gave approval for the Spring-Ford Area High School Girls' Basketball Team to accept the invitation to participate in the Nike Tournament of Champions, December 18, 2018 December 22, 2018 in Phoenix, AZ. Ninety-Six teams were chosen from the entire country to compete including most of the Pre-Season Top 25 ranked teams in the country. Each team is guaranteed four games. Cost per student-athlete will be approximately \$1,500.00 for lodging, meals and transportation. The High School Girls' Basketball Program and staff will conduct fundraising events to help defray the costs. There is no cost to the school district. Student-athletes will miss four school days and will be responsible for all missed classwork. No substitutes are needed.
- E. The following policies are submitted as a first reading:
  - 1. Policy #903 COMMUNITY: Public Participation in Board Meetings (Attachment A6)
  - 2. Policy #906.1 COMMUNITY: Anonymous Communications (Attachment A7)

# XI. NEW BUSINESS

Mr. Dehnert asked to separate Item A.

Mrs. Heine made a motion to approve Item B and Mr. Pettit seconded it. The motion passed 8-0.

Mrs. Heine made a motion to approve Item A and Mrs. Zasowski seconded it.

Mr. Dehnert commented that they heard about certain students who did not benefit or may have been hurt when applying for colleges due to class rank and he asked if any students benefitted from being ranked 1 or 2, number 10, the top five percent or ten percent. He questioned whether the elimination of class rank could hurt any students from receiving scholarships.

Mrs. Zasowski replied that she asked Dr. Nugent that question last week and she was not totally sold on his response or by the comments that were made by the public so she went and did her own research and she could not find any convincing research that indicated this is of any benefit. Mrs. Zasowski said the reason she was not sold on it was similar to what was said last week about pulling out the competition, watering down, and everyone gets a ribbon. She stated that she hears all of that but she believes that the way things are operating right now that this would be a benefit.

Mr. Dehnert stated that the answer to his question would be that no student from Spring-Ford has benefitted by being ranked 1, 2, top 5 percent or top 10 percent.

Mrs. Melton responded that her recollection from last week when she asked Mrs. Falco was that she explained that if the rank is there it is considered but if it is not there then all of the other attributes are looked at. She added that if you are looking at a student's GPA and they are ranked number 1 or 2 then their GPA is going to be about 102-103 so that would probably do a

lot in terms of giving them the opportunity to secure admission or the grants and scholarships. Mrs. Melton stated that right now we have the rank and if the student has a 96% GPA but they are ranked in the 11<sup>th</sup> or 15<sup>th</sup> percentile then they may not have those opportunities.

Mr. DiBello said he believes the answer to Mr. Dehnert's question is that yes some have benefitted by being 1 or 2 and ranked top in their class but based on the presentations it seems like there are more students that are hindered by class ranking. Mr. DiBello commented that he researched this last week as well and he does not agree that this is the direction high schools should be going but unfortunately this is the direction that colleges are forcing them to go.

Mr. Dehnert asked if the military academies required class ranks and Mr. Pettit replied yes. Mr. Dehnert asked how we accommodate that and Mr. Pettit explained that you can have a class rank without making it public so if a student is applying to a military academy and it is required we can provide it. Mr. Dehnert stated that this confuses him as either you have one or don't have one. He questioned what the criteria was for calculating rank if you do not have a class rank policy. Mr. Pettit replied that there are many schools who do not require it and do not want it. He added that class rank can lead to students taking easy courses just to push their class rank up and he would hate to see this. Mr. Pettit stated that one advantage to getting rid of class ranking is that kids may choose to take more interesting tougher courses without the fear of getting a low grade and rank. Mr. Dehnert responded that this would be the reason that the grades would be weighted and he again questioned how class rank would be calculated for those military academies if you do not have class rank.

Mrs. Zasowski commented that class rank would be there but it would be undercover so to speak and it would be sent directly to the requestor.

Dr. Goodin responded that class rank would be calculated but just not published or put on student's transcripts. He stated that we would have it but it would be kept in-house and we will know what the rank is. Dr. Goodin stated that with regards to the recommendation from administration to do away with class rank, they strongly believe that going to a Laude System of student recognition is going to capture and benefit a broader segment of our students as they compete to get into schools then the current class rank system which only benefits a handful of students.

Mr. Dehnert stated that he will wait to see what the Policy Committee discussion is on how we accommodate that to see how we would have to address it.

Mrs. Heine commented that this policy change is in no way watering anything down as the same number of kids who are recognized today are going to be recognized under the Laude System as it is a change in the way it is done.

Dr. Roche clarified that the vote tonight is to direct the Policy Committee to make the change so when we get the policy the conversation is not about whether we should or should not as that vote is taking place now. Dr. Roche advised that he will be working with Dr. Nugent this week to get some drafts together for the Policy Committee group. He added that the language itself will be hedged out in the Policy Committee meeting.

Mr. DiBello stated that he believed the policy is not going to get into talking about how the student ranking is held within the district. He felt that they needed to set proper expectations as far as what the Policy Committee is doing and Dr. Roche replied yes and that is what he was looking to clarify. Mr. DiBello clarified that what he is saying is that the Policy Committee is not getting into the specifics of what the district is going to do with keeping track of the nondisclosed class rank. Mr. DiBello said they need to set the proper expectation for the Policy Committee and what the

boundaries are and what we are looking for. Dr. Roche advised that he has seen in draft policies a comment about applications for military academies will be sealed and sent privately if that information is requested from the school to the academy and not through the students. Mr. DiBello stated that from a Board perspective we need to set the boundaries of what we are expecting.

Mr. Dehnert commented that he did not think it was setting boundaries as it says the Policy Committee is going to review consistent with the recommendations of the administration. He stated that it does not say what the policy will say and it could vary from that depending on what the Policy Committee decides. Dr. Goodin stated that he thinks the motion clarifies that what the Policy Committee is doing is based upon the recommendation of administration as it was presented last week.

Mr. Dehnert felt that there were things that they did not talk about last week like the military academies.

Mr. Fitzgerald advised that he read the motion consistently to the extent that modifications to the policy are developed and he will see that before it is brought back to the full Board so if he sees something over and above the direction then we will deal with it then. Mr. Fitzgerald felt the motion was clear on what the Policy Committee has to do under the circumstances.

Mr. DiBello said the goal from administration was to have a working policy in place before the start of the school year next year so to be able to do that it depends on how detailed the policy is. He stated that last week when this was discussed it was that we were doing away with class rank and when are we doing away with it. Mr. DiBello added that a lot of the other stuff that is in the policy is being moved over to graduation recognition and that is where the Laude System will be. He stated that class ranking was 2 paragraphs of the policy so if we are trying to stay on some type of schedule for doing this it shouldn't go into a lot of other stuff.

Mr. Dehnert questioned if there were an Ivy League school that required that class rank be provided would we do the same thing as we do for military academies. A member of the audience vocalized a response but it could not be heard for the minutes.

Mrs. Zasowski asked if the Class Rank Policy was being reviewed at the meeting prior to the Use of Facilities Policy and Dr. Roche replied yes.

The motion passed 7-1 with Mr. Dehnert voting no.

- A. Board approval is needed to direct the Policy Committee to review and develop proposed changes to policies, consistent with the recommendations of the administration, regarding the Senior High Class Ranking System and selection of student commencement speakers with the intent of moving towards a Laude System for students in grades 9-12.
- B. Board approval is needed to adopt **Resolution 2018-13** Amending the Articles of Agreement of the Western Montgomery Career and Technology Center which will change the beginning date and the ending date for the term of the Superintendent of Record from July 1<sup>st</sup> to January. The Amendment to the Articles requires the necessity of a Convention be waived and also provides such waiver. (Attachment A8)

#### XII. BOARD COMMENT

Mr. Dehnert asked about the status of the security assessment they had contracted for and Dr. Goodin replied that it would be received the first week in May and then it will be reviewed with the stakeholders. Mrs. Zasowski reported that the Snap Post Prom Community Walk Through would take place this Saturday from 6:30PM – 9:00PM.

## XIII. PUBLIC TO BE HEARD

**Meg Coates, Royersford,** stated that she wanted to speak about class rank and the discussion that has been running around for about 5 years. She commented that Ivy League Schools do not require class rank and it is only required if your school does it. She suggested that the Board could ask the Future Planning Center staff. She added that typically they do not get a lot of Ivy admissions due to class rank. Ms. Coates stated that she does not know the percentage of students applying to the military academies but in the case of class rank, if they want it then it certainly can be done. Ms. Coates commented that the kids that work hard get into the honors colleges. She stated that the Valedictorian this year she believes is attending Penn State and the Salutatorian will be attending the University of Pittsburgh which are both great state schools and we are fortunate to have but the #1 and #2 are not attending Ivy League Schools.

Mr. DiBello clarified that they have only been talking about this for about a year.

#### XIV. ADJOURNMENT

Mr. Pettit made a motion to adjourn and Mrs. Heine seconded it. The motion passed 8-0. The meeting adjourned at 9:27 p.m.

Respectfully submitted,

Diane M. Fern School Board Secretary On March19, 2018 the Work Session of the Board of School Directors of the Spring-Ford Area School District was called to order at 7:44 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I:	Dr. Edward T. Dressler and Bernard F. Pettit
Region II:	Dawn R. Heine, Clinton L. Jackson and Colleen Zasowski
Region III:	Mark P. Dehnert and Christina F. Melton
Presiding Officer:	Thomas J. DiBello
Superintendent:	Dr. David R. Goodin
Chief Financial Officer:	James D. Fink
Solicitor:	Mark Fitzgerald, Esq.
Student Reps.:	Taylor Stevens

The following Board Members was absent: Linda C. Fazzini

The following Student Representative was absent: Nandini Patel

## ANNOUNCEMENTS

There were no announcements.

# I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

**Clinton Fetterman**, Limerick Township, stated that he hoped tonight would be the culmination of what seems like a very long journey and that the Board could see that there was still support for the expansion of the performing arts wing and the athletic wing. Mr. Fetterman commented that they are still behind this, in support of this and looking forward to it. He expressed that he hopes that they are all celebrating at the end of the meeting tonight.

**Joe Ciresi**, Limerick Township, said he wanted to speak about the motions on the agenda tonight regarding the high school expansion. He stated that they worked for 6 years to get this high school expansion on the agenda. He expressed that he is excited to see this come to pass. Mr. Ciresi commented that the Board worked extremely hard to get this project to where it is and to see it come in under where we thought it would be is a great thing. He stated that he wanted to applaud every Board Member on their vote this evening. Mr. Ciresi added that he wanted to take a minute to thank Mr. Cooper who spent countless years here in the district and for his service to Spring-Ford. Mr. Ciresi stated that Mr. Cooper will be retiring and he cannot thank him enough for the time he put into the district. Mr. Ciresi urged and hoped that the Board Members will vote the right way and in favor of the expansion. Mr. Ciresi stated that he looked forward to the ribbon cutting when the project is done.

**Gail Wellington**, Limerick Township, stated that she wants to reiterate what she said at the town hall meeting and that the high school means something to more than just

the students and their parents. She commented that the quality of life that the sports, music and theater programs bring to senior citizens and everyone else that live in the township is important. She stated that it is a fabric of our community and the things we love. She expressed that they love to listen to the band, go to the sporting events and possibly see their grandchildren play, or see the shows. Mrs. Wellington stated that it is so important that we continue to provide the resources necessary to develop this. Mrs. Wellington added that as the owner of a commercial property as well as a home it is a fact that we have these things that attract people to this community and increases our property values. She urged the Board to continue what they had started and let this happen quickly.

**Adreina Erwin**, Linfield, stated that she has three things to say; education, progress, liability and that people move to our district because of the schools.

## II. ACTION ITEMS

Mr. Dehnert made a motion to approve Action Items A-I and Mr. Jackson seconded it. The motion passed 8-0.

- A. The Board approved **Resolution 2018-02** commending **Brandon Meredith** for winning the 2018 Pioneer Athletic Conference (PAC) 120 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship and the PIAA State Championship. (Attachment A1)
- B. The Board approved **Resolution 2018-03** commending **Joseph Milano** for winning the 2018 Pioneer Athletic Conference (PAC) 160 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship. (Attachment A2)
- C. The Board approved **Resolution 2018-04** commending **Chase Smith** for winning the 2018 Pioneer Athletic Conference (PAC) 182 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship and the PIAA State Championship. **(Attachment A3)**
- D. The Board approved **Resolution 2018-05** commending the **Spring-Ford High School Wrestling Team** and their coaches, **Timothy Seislove, Michael Busa** and **Brendan Zimmie** for winning the 2018 Pioneer Athletic Conference (PAC) Wrestling Championship. (Attachment A4)
- E. The Board approved **Resolution 2018-06** commending **Carson Hilliard** for winning the 2018 Pioneer Athletic Conference (PAC) 200 Meter Freestyle Swimming Championship and qualifying for the PIAA District Championships. (Attachment A5)
- F. The Board approved **Resolution 2018-07** commending **Carson Huff** for winning the 2018 Pioneer Athletic Conference (PAC) 200 Meter Individual Medley Swimming Championship and qualifying for the PIAA District Championship. **(Attachment A6)**

- G. The Board approved **Resolution 2018-08** commending **Carson Huff** for winning the 2018 Pioneer Athletic Conference (PAC) 100 Meter Backstroke Swimming Championship and qualifying for the PIAA District Championship and the PIAA State Championship. **(Attachment A7)**
- H. The Board approved Resolution 2018-09 commending Carson Hilliard, Carson Huff, Cory Laing and Matthew Skilton for winning the 2018 Pioneer Athletic Conference (PAC) 400 Meter Freestyle Relay Championship and qualifying for the PIAA District Championship. (Attachment A8)
- The Board approved Resolution 2018-10 commending the Spring-Ford High School Girls' Basketball Team and their coaches, Michael McDaniel, John Murtin, Daniel Brittingham, Katie Druckenmiller, Philip Roche, Marissa Moley and Randal Doaty for winning the 2018 Pioneer Athletic Conference (PAC) Girls' Basketball Championship. (Attachment A9)

## III. PRESENTATIONS

Mr. McDaniel introduced each individual athlete being recognized for winning PAC Championships. Each athlete was presented with a resolution in recognition of their accomplishment. Mr. McDaniel had each athlete on the wrestling team and the coaches introduce themselves. The Board acknowledged them on their success this past season.

- A. Presentation of **Resolution 2018-02** commending **Brandon Meredith** for winning the 2018 Pioneer Athletic Conference (PAC) 120 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship and the PIAA State Championship. **(Attachment A1)**
- B. Presentation of **Resolution 2018-03** commending **Joseph Milano** for winning the 2018 Pioneer Athletic Conference (PAC) 160 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship. (Attachment A2)
- C. Presentation of **Resolution 2018-04** commending **Chase Smith** for winning the 2018 Pioneer Athletic Conference (PAC) 182 Pound Weight Class Wrestling Championship and qualifying for the PIAA District Championship and the PIAA State Championship. **(Attachment A3)**
- D. Presentation of Resolution 2018-05 commending the Spring-Ford High School Wrestling Team and their coaches, Timothy Seislove, Michael Busa, and Brendan Zimmie for winning the 2018 Pioneer Athletic Conference (PAC) Wrestling Championship. (Attachment A4)

Dr. Weidenbaugh thanked the Board and Administration for the opportunity to be here this evening. She stated that they are going to talk about how 9<sup>th</sup> grade gets students future ready for learning. Dr. Weidenbaugh indicated that tonight the students and teachers accompanying her will talk a little bit about the modernized learning program and also about the Western Montgomery Career and Technology Center. A short video clip regarding those two topics was shown. Students spoke of how modernized learning helped them become a future ready learner. Students spoke of the use of Google Docs, Google Presentation, Google Classroom and Google Earth. They commented on how modernized learning helps them collaborate with peers and teachers, how they can get

instant feedback on quizzes they take through Quizlet which helps them in preparing for a big test. Students who also attend the Western Center spoke of how they appreciate the hands on learning aspect of the programs offered there. They commented that they appreciated that their teachers at the Western Center have real experience and success in the field they are teaching. Students also spoke of the overall life skills they learn through the programs they are studying and how this will help them in their future careers.

Alison Dorn and Nick Tier spoke on behalf of teachers and provided their perspective on the modernized learning program. They relayed that they are able to give students who need enrichment what they need and being able to reach students who may be advancing at different levels. They expressed that modernized learning helps them know their students better. Ms. Dorn and Mr. Tier both felt that the professional development they received was greatly helpful and played a role in their classes. Mr. Tier also spoke of the advantage of having a professional learning community amongst those teachers who are involved in the cohort and the benefit of this as the program grows and more teachers are added to the cohort.

Mr. DiBello congratulated everyone on the presentation. He commented that he felt the program was phenomenal and indicated that next week there would be a presentation on modernized learning with respect to what is next and where we go from here. Mr. DiBello stated that everywhere you go students have their faces on their cell phones and it is great to see students not only utilizing their cell phones but learning how the technology in their phones can help them in the educational process.

Mrs. Heine commented it is invaluable to her to hear that teachers are able to see the instantaneous results of their students. She added that it is also great to hear students say that through these results they are able to focus their studies where they really need to focus them. Mrs. Heine stated that in hearing Ms. Dorn and Mr. Tier talk about the importance of the professional development they received is very reassuring that they have rolled out this program the proper way.

E. Dr. Theresa Weidenbaugh, Principal, Allison Dorn and Nicholas Tier, Teachers, Tyler Guignard, Anshika Gupta, Kylie Jones, Sylmira Kailey, Joshua Rheaume, and Mackenzie Savage, Students, to present on the 9<sup>th</sup> Grade Center "Future Ready Learners".

# IV. BOARD AND COMMITTEE REPORTS

Student Rep. ReportTaylor Stevens/Nandini PatelReport next week.

**Curriculum/Technology Dawn Heine** 1<sup>st</sup> **Tues. 6:30 p.m.** Mrs. Heine reported that the Curriculum/Technology Committee met on March 14<sup>th</sup> and began their meeting with the good news that the Future Planning Center hosted a new event for Career Month entitled Career Trends. She advised that Mrs. Parker, Chair of the Science Department, provided an overview of her department which included how she works with all grades in the district on science, the many co-curricular opportunities that our students have in science and the variety of science classes that the district offers. Mrs. Heine advised that the committee also had a modernized learning presentation and that there will be a presentation to the full board at next week's meeting. She reported that the committee next discussed class rank and that this will be presented to

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the full board at the April Work Session. The committee received English/Language Arts updates regarding the upcoming Federal Programs audit, literacy night, kindergarten screenings and the pre-kindergarten program. Mrs. Bast reported to the committee that classroom visits have continued and that the data assessment review for mid-year has taken place and the results were shared with building principals. Mrs. Heine advised that it was relayed that monthly professional development is occurring in grades 5-7. that there has been a review of the assessment process and that there will be some changes in writing for grades 3-6. She added that 8<sup>th</sup> grade English meetings have been occurring monthly to provide professional development and discuss the revision of the curriculum documents. Mrs. Heine reported that the committee next received math updates regarding the CPM training for Algebra and that there were 2 full days of coaching for Algebra 1 and Geometry completed in February and March. She added that there was a full day Everyday Math training that took place at the MCIU and that it was well received by teachers. Mrs. Heine advised that there has been ongoing planning meetings for the implementation of the new Glencoe Science resource at the 5-8 level. She added that data analysis and the sharing of the information with teachers and principals continues. Mrs. Heine commented that the committee next moved onto the discussion of Technology where Mr. Catalano provided an update on the new help desk and inventory management software. Mr. Catalano reported that after evaluating 4 different possibilities to replace our current help desk and inventory applications that Fresh Service was chosen. It is believed that this will greatly improve department efficiencies and help support our growing infrastructure. The committee also discussed the Time and Attendance Project and were advised that the project is moving along nicely and is on schedule to be rolled out at the District Office and Maintenance Office the week of April 9<sup>th</sup> as a test deployment. Following the testing it will be rolled out to other buildings in different phases with full deployment anticipated by July 1<sup>st</sup>. Mrs. Heine commented that the Network Infrastructure E-Rate Project was discussed next and that E-Rate rules state that we cannot officially begin the project until April 1st although some project planning meetings will be taking place with the first meeting on March 15<sup>th</sup>.

Mr. DiBello reported that 5 students won a computer competition that was held at the Montgomery County Intermediate Unit and 3 are moving on to the state competition. He commented that this just demonstrates that the students we have at Spring-Ford are incredible and it is fun to watch the success going on in the district.

#### Policy

#### Colleen Zasowski

2<sup>nd</sup> Mon. 7:30 p.m.

Mrs. Zasowski reported that the Policy Committee met on March 12<sup>th</sup> and spoke about Policy 103 – Nondiscrimination in School and Classroom Practices. She added that Mrs. Leiss was present and participated in the discussion concerning the changes to the policy as well as the introduction of Policy 104 – Nondiscrimination in Employment Practices. Mrs. Zasowski advised that Mrs. Leiss as the Human Resource Director serves as the district's compliance officer and shared an overview of the procedures and practices in addressing any of the concerns as well as the impact of the proposed PSBA changes to the policies. Mrs. Zasowski reported that Dr. Roche shared an update from a discussion he had with our attorney in terms of a request for the School Board to be made aware of any violations of these policies and additional conversations are still happening with specific input to come from the attorney that will be brought back to the April meeting. Mrs. Zasowski reported that the committee spent a lot time and conversations continued on the Use of Facilities Policy specifically on rental charges versus service fees. She added that she shared with the committee her attempt at establishing a fee schedule and charges based on the numbers previously discussed in meetings and Dr. Roche will follow up with Mr. Cooper and his department in terms of looking at other costs associated with the rentals. She advised that this will also come back to the committee for further discussion in April. Mrs. Zasowski continued that policy on bullying and cyber-bullying was reviewed by a committee of parents and administrators and a few slight working changes were suggested but the recommendation was that the policy be moved forward for a first reading tonight. Mrs. Zasowski reported that the policy on Anonymous Communications was updated and then brought back to provide some additional clarity reviewed but the committee did not have enough time to fully review it so this will also return to the April agenda. Mrs. Zasowski advised that Dr. Roche had informed the committee that they will see a revised policy on class rank from the Curriculum and Technology Committee as they have been working on a major revision to the policy and it will come to them for review of those changes. Mrs. Zasowski advised that Title I Parent Involvement and Child Abuse are two policies that need to be reviewed but there was not adequate time so these will be on the April committee agenda as well.

2<sup>nd</sup> Mon. 6:30 p.m. (alt. months) Extracurricular Mark Dehnert Mr. Dehnert reported that the Extracurricular Committee met on March 12<sup>th</sup> for a very lengthy meeting due to the presentations that took place. The first presentation was on the middle school second teams. Mr. Dehnert read the list of teams that were being considered for the addition of a second team. He reported that the cost to run all of the second teams would be around \$116,000. The committee asked Mr. McDaniel to provide a recommendation for a pilot program to get some of the teams started for the 2018-2019 school year. The committee is recommending that the Board give approval to have a pilot program for the 2018-2019 school year for second teams in the following sports; 7th Grade Baseball, 7th Grade Boys' Basketball, 7<sup>th</sup> Grade Girls' Basketball, and 7<sup>th</sup> Grade Boys' Soccer. Mr. McDaniel is going to look into the choice between moving forward with the pilot program for 7<sup>th</sup> Grade Girls' Field Hockey or 7<sup>th</sup> Grade Girls' Soccer as well as re-configuring the Football Team 2 7th/8th Grade Teams. Mr. Dehnert advised that the cost of the pilot program is estimated at \$46,000. He added that there was also a recommendation to add a co-ed bowling team at the high school for the 2018-2019 school year and the cost for this would be around \$20,000. The committee also viewed a presentation on Middle School Intramurals. It was reported that the participation and attendance for the middle school intramurals was very good with an average of about 22 students per day. He added that most of the students who participate are not involved with any school teams so this provides them the chance to be involved in some sports. Mr. Dehnert stated that one of significant things mentioned was that the teacher advisors for the clubs work significantly more hours than their contracts require them to which he commented is very commendable as it gives students more opportunities to come out and play. The next presentation was on 7th Grade Student Council and he reported that for this year the student council was changed from an election of the representatives to a club. He added that there are 24 representatives that participated and one of their big fundraisers was for Project Outreach where they raised \$900. The committee next saw a presentation on the 7<sup>th</sup> Grade Winter Play entitled "The Scariest Play Ever" which revealed that 53 students auditioned, 30 students in the cast and 6 students on the stage crew. Mr. Dehnert reported that the Spring Play is entitled "Backstage" which revealed that 43 students auditioned, 25 are in the cast and 5 are in the stage crew. The committee next viewed a presentation by the Indoor Percussion that indicated that they have about 5 competitions each year involving 6 staff members which includes 3 volunteers and 33 students on the team. The Indoor Percussion Team reported that they won the gold medal at the Cavalcade of Bands. Mr. Dehnert advised that the committee had a discussion on the activity fees and whether that amount should be changed and that Mr. McDaniel will be polling his peers at the next PAC meeting and will provide his findings to the committee. The final topic discussed was in regards to school spirit and how to get more students to

increase their participation at sporting events and Mr. McDaniel advised that he will speak to Dr. Nugent about possibly bringing back the Spirit Club.

Mr. DiBello commented that he thought the second teams program was ready to roll and wondered why we are going back to doing a pilot program. Mr. Dehnert replied that they are not going to do all of the sports in the first year but rather a pilot program starting with 7<sup>th</sup> grade sports and then depending on the success roll it out to the 8<sup>th</sup> grade teams the following school year. Mr. DiBello asked Mr. McDaniel about the pilot program that was to take place in the spring and questioned what happened with that. Mr. McDaniel replied that they had discussed the spring but when they polled the conference they were not able to get games that quick and it was thought to be better to come in at the beginning of a schedule. Mr. DiBello asked if anything was being done in the fall and Mr. McDaniel replied that this is when they were talking about beginning the pilot program. Mr. Dehnert added that they are planning on doing Boys' Soccer and either Field Hockey or Soccer for Girls. Mr. DiBello commented that this all started for two main reasons which was the amount of kids on a football team and the amount of kids being cut from the baseball team. He added that it seemed like the whole purpose of starting this was being pushed off. Mr. McDaniel responded that the Football Program under Coach Brubaker has indicated that they want to go with 2 teams with 7/8<sup>th</sup> grades combined. He explained that with the 7<sup>th</sup> grade program we had 5 games scheduled and ended up with 3 as some schools did not end up with teams. Mr. McDaniel added that it was felt that there was more of a need to combine the two teams as they can put the second team right into a bye into the 8<sup>th</sup> grade schedule and get 8 games. Mr. McDaniel further explained that with baseball they tried to do this in the spring but some teams indicated they could get us a game while others said no and we may have ended up with 3 or 4 games in total. Mr. DiBello confirmed that the goal is to do football in the fall and baseball in the spring and Mr. McDaniel confirmed this was correct.

#### Finance

#### Thomas J. DiBello 2

2<sup>nd</sup> Tues. 6:30 p.m.

Mr. DiBello reported that the Finance Committee met on February 28th and began the meeting with the review of the monthly reports. He advised that some of the highlights are that real estate assessments increased by about \$9 million, earned income taxes are trending and it appears that we are going to hit the \$10 million mark, self-funded insurance has seen a little bit higher claims which is probably due to the flu season, food service reports are reflecting higher costs in food and supplies and the district will be looking to see if there was possibly an inventory count issue with this or not. Mr. DiBello advised that the district will also be looking at current lunch prices as is the practice every couple of years. He added that the committee did a brief preliminary look at the budget and they are still looking at a \$3.6 million budget gap. Mr. DiBello pointed out that the special education costs continue to rise which is mandated by the state. He added that the district is mandated to pay about \$30 million in expenses and the state give us back about \$5.2 million to cover everything they are mandating onto us so the district is left to come up with roughly \$25 million. Mr. DiBello reported that the main topic of the meeting was regarding the high school expansion project where they did focus, from a finance perspective, only on the numbers. He advised that the committee reviewed the numbers from the town hall meeting that was held roughly a year ago and those numbers were anticipated to be at about \$10.5 - \$12 million. Mr. DiBello informed everyone that the current annual debt service is at about \$14.9 million. He added that the actual debt service payment is about \$14.2 million which leaves about a \$700.000 favorable budget. Mr. DiBello reported that they did review the total bids and with everything included it came to \$10.89 million which includes all of the soft costs and all other fees. Mr. DiBello advised that the recommendation from Mr. Fink the CFO is to

utilize \$3.4 million from the Capital Reserve and procure a 15 year bond for the remaining \$7.5 million. He added that this approach will keep the budget line item at approximately \$14.5 million and will not increase the budget for this project and will also keep adequate funds in the Capital Reserve. Mr. DiBello advised that he mentioned to the Finance Committee and everyone agreed that this should be put as an action item on the agenda this evening because the hallway expansion needed to be started as soon as we can and every week is critical.

# Property Thomas J. DiBello 2<sup>nd</sup> Tues. 7:30 p.m.

Mr. DiBello reported that the Property Committee met immediately following the Finance meeting and had a brief discussion on the ongoing projects such as the chiller at Oaks, the 9<sup>th</sup> Grade Center windows and the LED lighting installation which is ready for the summer. Mr. DiBello advised that the district secured a new ATV which is on site and functioning. He added that Mr. Cooper provided the committee with a detailed report on the bid openings which included the low bids and the alternates. Mr. DiBello indicated that there are some questions regarding prevailing wage, scheduling and sequence of work. He added that it was asked that all personnel working on the project will have clearances and will be issued some type of badge. Mr. DiBello advised that all of the lowest qualified bids have been placed on the agenda for this evening.

## Asst. Superintendent Rpt. Dr. Allyn J. Roche

Dr. Roche reported that Wednesday, March 21<sup>st</sup> is Rock Your Socks Day. He added that this is a day held in recognition of individuals with Down Syndrome. Dr. Roche explained that it is held on 3/21 because individuals with Down Syndrome have 3 copies of the 21<sup>st</sup> chromosome while most people have just 2. He invited everyone to find and wear their most colorful, spunky socks in celebration of people with Down Syndrome. Dr. Roche shared that everyone should be extremely proud of our high school students that appropriately and respectfully participated in the March 14<sup>th</sup> school day and after school activities focused on the remembrance of the students from Parkland. Florida here at the 10-12 Center. Dr. Roche expressed that he felt that the district has a tremendous group of students that approached the administration about their hopes and goals for students to be able to participate in the national event. He stated that his point in bringing this up is to simply praise the student leaders as well as the additional students that met with the Dr. Nugent and Dr. Weidenbaugh to further discuss and share all aspects of the issue. He added that the High School Administration is extremely proud of the way all students participated in the day's events and everyone should be proud of the efforts and respectful conversations from our students on some sensitive topics.

# Solicitor's Report Mark Fitzgerald

Mr. Fitzgerald reported that as a follow up to the update from the Policy Committee with regards to Policy 103 and 104, Dr. Roche had reached out to him with regards to the frequency of Board updates on issues under these policies. Mr. Fitzgerald stated that he has suggested possibly a yearly compendium of summaries of issues that might have been brought up under those policies. He added that from his experience here a year or two ago we had to report to the Office of Civil Rights on a matter, so you could have dozens of matter that come up under these policies in a given year. Mr. Fitzgerald recommended that a summary of the claims and disposition probably on a yearly basis would be a good way to keep the Board apprised of activity under those policies. Mrs. Zasowski responded that generally the committee was in agreement with this except if there was to be a pattern of something that possibly they should be alerted to. Mr. Fitzgerald replied that if there was a pattern then he would have probably been brought in on whatever had occurred at that point whether it be an employment issue under 104

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or a student or third party issue under 103 then this would cause an executive session to discuss those particular issues which may require some intervention in the employment issue of somebody if there was a pattern with an individual.

#### V. ACTION ITEMS

Mr. Pettit made a motion to approve Action Items A-F and Mrs. Heine seconded it. The motion passed 7-1 with Mr. Dehnert voting no.

- A. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to Perrotto Builders for the General Construction for their bid amount of \$6,465,000.00 accepting alternates #1, #8, and #9 and rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.
- B. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to JBM Mechanical, Inc. for the HVAC contractor for their bid amount of \$893,000.00 accepting alternate #1 rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.
- C. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to Stan-Roch Plumbing for the Plumbing Contractor for their bid amount of \$184,000.00 accepting alternate #1 rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.
- D. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to McCarty & Son Inc for the Electrical Contractor for their bid amount of \$580,652.00 accepting alternate #1 rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.

- E. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to Anchor Fire Protection Co, Inc. for the Fire Protection Contractor for their bid amount of \$149,850.00 accepting alternate #1 rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.
- F. The Board approved the additional soft costs which shall include, without limitation, obtaining any additional permits, bond financing costs, legal costs, Furniture, Fixtures, and Equipment, and Construction Contingency not to exceed \$1,484,104 relating to the construction of the High School Additions. Note the Board has previously approved soft costs in the amount of \$1,131,896.00.

#### VI. MINUTES

There were no questions.

A. Administration recommends approval of the February 20, 2018 Work Session minutes. (Attachment A10)

## VII. PERSONNEL

There were no questions.

#### A. Resignation

1. Arlene Gerstlauer; Instructional Assistant, 9<sup>th</sup> Grade Center, for the purpose of retirement. Effective: June 14, 2018.

#### B. Leave of Absence

1. **Suzanne Bowman**; Art Teacher, Upper Providence Elementary School, for child-rearing leave per the Professional Agreement. Effective: May 26, 2018 through the first marking period of the 2018-2019 school year.

# C. Support Employees

- 1. **Naomi L. Keen;** Instructional Assistant, Limerick Elementary School, replacing Talia Frisco who resigned. Compensation has been set at \$17.36/hour (degree rate) with benefits per the Instructional Assistants' Plan. Effective: March 12, 2018.
- 2. **Theresa A. Morris**; Part-time Food Service (3 hr./day), Senior High School-9<sup>th</sup> Gr., replacing Sarah Fusco who had a change of assignment. Compensation has been set at \$12.91 an hour per the Food Service Plan. Effective: March 15, 2018.
- 3. Mary R. Newett; Administrative Assistant Accounts Receivable, District Office. Compensation has been set at \$17.65 an hour with benefits per the Secretarial Plan. Effective: March 6, 2018.

# D. Changes of Status

- 1. **Rachael Fenyus;** Staff Accountant to Senior Accountant, District Office, replacing Mary C. Quintrell who is retiring. Salary has been set at \$65,000.00 prorated with benefits. Effective: April 3, 2018.
- 2. Laura MarieTuturice; Part-time, Food Service (3 hours/day) to Part-time, Food Service (4 hours/day) replacing Deborah Kovach who is retiring. Salary has been set at \$12.91 an hour. Effective: April 3, 2018.

# E. Substitutes

- 1. Kristen M. Cathers Food Service Substitute
- 2. Michelle I. Davis

Office/Clerical Substitute

3. Michele E. Kucher

Office/Clerical Substitute

4. Debbie Rymarowicz

Office/Clerical Substitute

## F. Personnel Information Item

The individual listed below has completed three (3) years of satisfactory service as temporary professional employee(s) and is, therefore, entitled to tenure status:

## 1. Lindsay Y. Silcox

- G. Administration recommends approval of the attached extra-curricular contracts for the 2017-2018 school year. (Attachment A11)
- H. Administration recommends approval of the following Teacher for the Pre-K Summer Readiness Program. Compensation will be set at \$40.00 per hour.

# 1. Jessica A. Mecleary

I. Administration recommends approval of the following Instructional Assistant for the Pre-K Summer Readiness Program. Compensation will be set at \$19.98 per hour.

## 1. Debra J. Mohr-Kehs

## VIII. FINANCE

Mr. Pettit commented on Item E saying this is an example of the great work being done by the Home and School Associations and expressed appreciation for the assistance they provide throughout the year.

- A. Administration recommends approval for next month's payroll, taxes, all benefits, transportation contracts, IU contracts, Vo-Tech payments, debt service payments, utility bills, maintenance agreements, copier leases, equipment maintenance, federal grants, insurance, and discounted invoices.
- B. Checks:
  - 1. <u>General Fund Checks</u> Check No. 202662 – 202952

\$1,592,981.23

- 2. <u>Food Service Checks</u> Check No. 728 – 791
  3. Capital Reserve Checks
- Check No. 2024 2026 \$ 291,379.71
- 4. <u>General Fund, Food Service, & Capital Reserve ACHs</u> ACH 171800550 - 171800635 \$ 1,479,800.91
- C. The following monthly Board reports are submitted for your approval:
  - Skyward Reports
    - o General Fund Check Register
    - Food Service Check Register
    - Capital Reserve Check Register
    - ACH Check Register
    - o Summary Revenue Report
    - Summary Expense Report
- D. Administration recommends approval of **Resolution 2018-11** appointing the Controller, Staff Accountant and Accounts Receivable Specialist to act as liaisons between the Spring-Ford Area School District and Berkheimer for the express purpose of providing and or transmitting any and all tax information and records, or any part thereof, relating to the collection of taxes. (Attachment A12)
- E. Administration recommends approval of the following **independent contracts** that are offered free of charge or are being funded by the Home and School Associations, the Home and School Leagues, the Parent Teacher Associations, the Parent Teacher Organizations or an outside source:
  - 1. **Benmore Enterprises Bushkill, PA.** Provide an assembly entitled "Rocks, Minerals, and Fossil Show" for third grade students at Brooke Elementary along with two dig work-shops. Funding will be paid by the Brooke Elementary Home and School Association and shall not exceed \$525.00.
  - Dialed Action Sports Team Lincoln Park, NJ. Provide a Launch Ramp BMX Stunt Show teaching bicycle safety and responsible choices for students in grades 1-4 at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,850.00.
  - 3. Eric Geoffrey Belcher Philadelphia, PA. Provide two juggling shows entitled "Give & Take Jugglers" for students at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,200.00.
  - 4. Michael P. O'Neill/Batfish Books Palm Beach Gardens, FL. Provide two full-day assemblies at Royersford Elementary and Upper Providence Elementary for all students on photography, marine wildlife, conservation, storytelling and writing. Funding will be split between the Royersford Parent Teacher Organization (\$1,500.00) and the General Fund (\$1,500.00) and shall not exceed a total of \$3,000.00.

- 5. Quiver Farm Pennsburg, PA. Provide a traveling farm experience for students at Upper Providence Elementary School. Funding will be paid from the General Fund and shall not exceed \$750.00.
- F. Administration recommends approval of the following independent contracts:
  - MHCC, Inc./SE Regional MH Services Coordination Office Norristown, PA. Provide Youth Mental Health First Aid Training for 90 participants district-wide. Funding will be paid from the Pottstown Area Health and Wellness Grant and shall not exceed \$4,500.00.
  - 2. Behavior Interventions King of Prussia, PA. This contract represents an adjustment to the current contract between the district and Behavior Interventions. Personal Care Assistant services being provided to a special needs student will change to Registered Behavior Technician services. Funding will be paid from the Special Education Budget and shall not exceed a total of \$12,000.00 which is the difference in cost for the remainder of the school year.
  - 3. **The Vanguard School Malvern, PA.** Provide Extended School Year services for 2 special needs students as per their IEPs. A two-week summer L.I.F.E. Program will be provided at a rate of \$3,040.00 per student. Funding will be paid from the Special Education Budget and shall not exceed a total of \$6,080.00.
  - 4. Variety Club Camp and Developmental Center Worcester, PA. Provide Extended School Year services for 4 special needs students as per their IEPs. Variety Club will provide 7 weeks of ESY support programming for each student for a total cost of \$17,680.00. In addition, Variety Club will provide 35 sessions of speech services, 21 sessions of Occupational Therapy and 7 sessions of Physical Therapy for a total cost of \$4,410.00. Lastly, Variety Club will provide 1 individual assistant at a total cost of \$3,250.00. Funding will be paid from the Special Education Budget and shall not exceed a grand total of \$25,340.00.
  - 5. **Pediatric Therapeutic Services, Inc. Conshohocken, PA.** Provide 2 full-time Speech Clinicians for 8 weeks for special needs students as per their IEPs. Funding will be paid from the Special Education Budget and shall not exceed \$40,200.00.
  - 6. The Lincoln Center Leadership Academy Audubon, PA. Provide Educational services for the remainder of the 2017-2018 school year for a special needs student as per the IEP. Services will be provided at a cost of \$219.44 per day. Funding will be paid from the Special Education Budget and shall not exceed a total of \$15,361.00.
  - 7. **Cristaldo Associates, Inc. Blue Bell, PA.** Provide Interpreting services for up to 10 meeting hours at a cost of \$100.00 per hour (\$1,000.00). In addition, \$65.00 will be paid for travel expenses for a maximum of 5 meetings (\$325.00). Funding will be paid from the Special Education Budget and shall not exceed \$1,325.00.
  - Humanus Corporation King of Prussia, PA. Provide Psychological services for the remainder of the 2017-2018 school year for students requiring psychoeducational evaluations and/or reevaluations. Services will be provided for 37.5 hours per week for 16 weeks at a rate of \$70.00 per hour. Funding will be paid from the Special Education Budget and shall not exceed \$42,000.00.

- Chester County Intermediate Unit (CCIU) Downingtown, PA. Provide an Occupational Therapy Evaluation for a special needs student who attends TCHS Pickering as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$510.00.
- 10. Chester County Intermediate Unit (CCIU) Downingtown, PA. Provide a Reading Evaluation for a special needs student as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$585.38.
- Substitute Teacher Service (STS) Aston, PA. Provide Professional Staff, Instructional Assistant and Registered Nurse substitute services effective July 1, 2018 through June 30, 2020.

## VII. PROPERTY

Mr. Dehnert asked about Item A wondering if the new high school flooring was going to be redone too as part of this since it was only a couple of years old and Dr. Goodin replied no.

Mr. Fitzgerald asked that with regards to Items A-B the wording "award of bids shall be consistent with state law" be added at the end of each motion. Mrs. Fern confirmed that she would add this wording to the motions for next week's agenda.

- A. Administration recommends approval to receive RFPs for the sanding/refinishing and cleaning/recoating gym floors district-wide, as needed. Funding will come from the 2018-2019 Maintenance Budget. The work will be completed over the summer of 2018.
- B. Administration recommends approval to receive RFPs for district-wide paving, blacktop seal coating, sidewalk and curbing repairs, as needed. Funding will come from the 2018-2019 Maintenance Budget.

#### VIII. PROGRAMMING AND CURRICULUM

There were no questions.

A. Administration recommends approval of the 2018 Summer Instrumental Lesson Program to be held at the 7th Grade Center for students in grades 4-12. The program will run in conjunction with the district's summer school programs, 4 days a week for 5 weeks, Monday, June 25 through Thursday, July 26, 2018. Lessons will be offered to students on a tuition basis at a cost of \$22.00 per half-hour private lesson. Teachers will be paid at the current summer school salary rate of \$30.00 per hour plus benefits. There will be no cost to the district as all expenses will be covered by the student tuition fees.

# IX. CONFERENCE/ WORKSHOP RECOMMENDATIONS

There were no questions.

The following individuals are recommended for attendance at the following: CODE: 580 Account: Conference/Training, registration, food, and accommodations HIGH SCHOOL

A. **Stacey Bogus,** Teacher, to attend *"Advanced Placement Summer Institute: Advanced Placement U.S. Government & Politics"* at the Montgomery County Intermediate Unit in

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Norristown, PA from July 30 through August 2, 2018. The total cost for this training is \$975.00 (registration). No substitute is needed.

- B. **Stephanie Compton,** Behavior Specialist, to attend *"Working with Emotional Problems in Youth"* at the Chester County Intermediate Unit on May 15, 2018. The total cost for this conference is \$125.00 (registration). No substitute is needed.
- C. Jaclyn Ritter, Teacher, to attend "Advanced Placement Summer Institute: Advanced Placement Capstone Research" at Goucher College in Baltimore, MD from July 9 through July 13, 2018. The total cost for this training is \$2,045.00 (registration, mileage, lodging and meals). No substitute is needed.

# DISTRICT-WIDE

- D. Joseph Nugent, HVAC Technician, to attend "Proasys Legionella Bacterial and Legionnaires Disease Seminar" in Harleysville, PA on March 20, 2018. The total cost for this seminar is \$25.00 (registration). No substitute is needed.
- E. Robert Catalano, Director of Technology, Mary Davidheiser, Controller, Rachael Fenyus, Staff Accountant, Carol Ganister, PIMS and Data Specialist, Melody Hendricks, Executive Secretary, Joseph Mayo, Information Systems Administrator, Sydney McGill, Secretary, and Mary Newett, Administrative Assistant, to attend "PA Skyward User Group Conference 2018" in Harrisburg, PA on April 18 and/or April 19, 2018. The total cost of this conference is \$2,001.90 (registration, mileage, lodging and meals). No substitutes are needed.

# X. OTHER BUSINESS

There were no questions.

- A. Administration recommends approval for the Spring-Ford Area School District Graduation Commencement to be set for the evening of Wednesday, June 13, 2018 at 7:00 PM in Coach McNelly Stadium. In the event of bad weather, commencement will be moved indoors to the High School 10-12 Grade Center.
- B. The following policy is submitted as a first reading:
  - 1. Policy #249 Bullying and Cyber Bullying (Attachment A13)

## XI. INFORMATIONAL ITEM

There were no questions.

A. The district, to date, has used the 3 built in snow/emergency days and, as of now, will be using one of the pre-determined make up days (Wednesday, March 28, 2018) from the approved 2017-2018 calendar. The tentative last day for students remains Wednesday, June 13, 2018 and the tentative last day for teachers remains Thursday, June 14, 2018, barring no additional snow/emergency days occurring for the rest of the 2017-2018 school year.

#### XII. BOARD COMMENT

There were no comments.

## XIII. PUBLIC TO BE HEARD

**Gail Wellington**, Limerick, commented that soon spring will be sprung. She stated that she hoped that the district is thinking seriously about the spotted lantern fly epidemic and expressed her concern for the 9<sup>th</sup> Grade Center Arboretum as well as the other trees on district property. She commented that this is something we need to be on top of or we could have a big mess.

Mr. DiBello stated that next Monday will be Bruce Cooper's last meeting after 20+ years in the district. Mr. Cooper clarified that it has been 25 years and approximately 500 Board meetings. Mr. DiBello added that it has been probably close to a dozen projects or so and he invited anyone in the neighborhood to stop by next week's meeting and wish Bruce Cooper a healthy, successful farewell as he will be missed.

#### XIV. ADJOURNMENT

Mr. Pettit made a motion to adjourn and Mrs. Heine seconded it. The motion passed 8-0. The meeting adjourned at 8:54 p.m.

Respectfully submitted,

Diane M. Fern School Board Secretary On March 26, 2018 the Board Meeting of the Board of School Directors of the Spring-Ford Area School District was called to order at 7:39 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I:	Dr. Edward T. Dressler and Bernard F. Pettit
Region II:	Dawn R. Heine, Clinton L. Jackson and Colleen Zasowski
Region III:	Mark P. Dehnert and Christina F. Melton
Presiding Officer:	Thomas J. DiBello
Superintendent:	Dr. David R. Goodin
Chief Financial Officer:	James D. Fink
Solicitor:	Mark Fitzgerald, Esq.
Student Reps.:	Taylor Stevens and Nandini M. Patel

The following Board Member was absent: Linda C. Fazzini

### ANNOUNCEMENTS

Nandini announced that Wednesday, March 28<sup>th</sup> and Thursday, March 29<sup>th</sup> are normal student/teacher days. The district will be closed Friday, March 30<sup>th</sup> and Monday, April 2<sup>nd</sup> for Spring Break.

Taylor announced that she received a full ride scholarship to Jefferson University and an acceptance from Drexel University. She added that she is waiting to hear back from the University of Pennsylvania. Everyone congratulated Taylor on her college acceptance.

### I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

There were no comments from the public.

### II. PRESENTATIONS

Kimberly Keel stated that she is here tonight on behalf of Kades-Margolis Corporation and is very excited to present the Bill Dowler Award. She advised that the Bill Dowler award was established many years ago and was put in place to recognize Human Resource Professionals for exceptional work and contributions to the cause. She announced that this year's recipient is Beth Leiss. Ms. Keel commented that when Mrs. Leiss was presented with the award at the PASPA Conference it was evident from the words spoken that Mrs. Leiss is an extremely deserving recipient. Ms. Keel presented Mrs. Leiss with her award.

### A. Kim Keel from Kades-Margolis to present the Bill Dowler Award.

Mr. McDaniel introduced each individual athlete being recognized for winning PAC Championships. Each athlete was presented with a resolution in recognition of their accomplishment. Mr. McDaniel had each PAC Champion introduce themselves and has the coaches do the same. The Board acknowledged them on their success this past season.

- B. Presentation of Resolution 2018-06 commending Carson Hilliard for winning the 2018 Pioneer Athletic Conference (PAC) 200 Meter Freestyle Swimming Championship and qualifying for the PIAA District Championships. (Attachment A1)
- C. Presentation of **Resolution 2018-07** commending **Carson Huff** for winning the 2018 Pioneer Athletic Conference (PAC) 200 Meter Individual Medley Swimming Championship and qualifying for the PIAA District Championship. **(Attachment A2)**
- D. Presentation of **Resolution 2018-08** commending **Carson Huff** for winning the 2018 Pioneer Athletic Conference (PAC) 100 Meter Backstroke Swimming Championship and qualifying for the PIAA District Championship and the PIAA State Championship. **(Attachment A3)**
- E. Presentation of **Resolution 2018-09** commending **Carson Hilliard, Carson Huff, Cory Laing** and **Matthew Skilton** for winning the 2018 Pioneer Athletic Conference (PAC) 400 Meter Freestyle Relay Championship and qualifying for the PIAA District Championship. **(Attachment A4)**
- F. Presentation of **Resolution 2018-10** commending the **Spring-Ford High School Girls' Basketball Team** and their coaches, **Michael McDaniel, John Murtin, Daniel Brittingham, Katie Druckenmiller, Philip Roche, Marissa Moley** and **Randal Doaty** for winning the 2018 Pioneer Athletic Conference (PAC) Girls' Basketball Championship. (Attachment A5)

Mr. Edmunds commented that it is a pleasure to be here this evening to talk about the Limerick Elementary Autistic Program. He introduced everyone who is a part of the presentation. He next introduced a video put together for tonight's meeting entitled "What is Autism?".

Megan Miller spoke about the three different levels of support that is available at Limerick Elementary for their autistic population. She spoke about itinerant support, supplemental support and full-time support and provided an overview of what each level of support entailed.

Dan Currie spoke about the number of autistic students in the Spring-Ford Area School District and how the numbers have doubled in the last 10 years.

Billie Hoch and Janette Pymer spoke about what makes autistic support different from other special education programs.

Jennifer Rowley provided a parent's perspective on Autism. She spoke of her son, Jack, who was diagnosed with developmental delay at 18 months, epilepsy by age 2 and autism by age 3. Mrs. Rowley stated that the constant search to find seizure control was a roller coaster ride of seizure activity and devastating seizure side effects. She spoke of Jack's infectious personality and how he was loved by everyone. Mrs. Rowley advised that they lost the battle with epilepsy this past February when Jack had a seizure during the night and did not wake up. She provided background on how they met with staff at Limerick when they were considering having Jack enrolled in school. Mrs. Rowley advised that the staff she met with assured her that Jack would be loved and she stated that he was and that school turned out to be the best place for Jack. Mrs. Rowley spoke of how the staff and students accepted and loved Jack and the credit it was to Limerick's inclusive culture.

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She spoke of the community based field trips the autistic classes took and how this benefitted her son. Mrs. Rowley spoke of meeting with Jack's teachers at parent-teacher conferences and how pleased they were to learn about the implementation of new assistive technology as well as research based behavior strategies that were being used in the classroom. Mrs. Rowley spoke of how Jack was accepted and valued and stated that all parents want the same things for their children at school; safety, love and quality instruction. Mrs. Rowley thanked all of the staff who worked with her son Jack and will continue to provide for the other Limerick students.

Douglas Rowley thanked the Spring-Ford School District for inviting them to share their story. He stated that he has worked in public education for 21 years and he assured the School Board and the community that the Special Education Program at Spring-Ford sets the benchmark. He thanked the team that has worked with his son and thanked the School Board for providing the tools and opportunities that gave his son the best education available.

Caren Yucha commented that Limerick Elementary has a long history of providing comprehensive educational services to students on the Autism Spectrum. She stated that while the students may have similar characteristics each child is unique. She added that it takes a team of professionals to meet the multiple needs of the students. Ms. Yucha advised that not only are they seeing an increase in autistic students but they are finding that there is an increase in students with more intensive needs. She spoke of how the Limerick community has embraced the Autistic Support Program and said they look forward to continuing to provide a high quality education for these very special children.

Dr. Goodin thanked Mr. Edmunds for bringing his staff here tonight. He stated that working with the autistic population is a calling and they must be passionate about it as it is a difficult job to do. He expressed that he is proud to be the Superintendent of a district that has an Autistic Support Program like the one we have. Dr. Goodin stated that meeting the needs of our students always comes first and he felt that we do that really well. Mr. Edmunds agreed that it is a passion that everyone brings to the job. He recognized the instructional assistants for all they do for the students and thanked both the Board and the Administration for their support.

Mr. DiBello thanked everyone from Limerick for coming to the meeting this evening. He added that we have lots of presentations on things students are doing in their various programs but this program is the heart of Spring-Ford. Mr. DiBello spoke about the growing population of the Autistic Program in the district and stated that Spring-Ford is one of the better districts in Pennsylvania for what we are providing for those very special students. He expressed his sympathy to the Rowley Family on their loss of Jack but thanked them for coming out tonight and sharing their story. He commented that Spring-Ford will continue to do everything we can for those students but wanted people to know that there are many state mandates with minimum funding and that it is our tax dollars that provide for these students.

Mrs. Zasowski commented that she sits through lots of presentations but felt that tonight's was so well rounded. She commended the Limerick staff on making it a memorable presentation and added that if they are hitting all of the areas presented with their students then they are making an impact on them.

E. Mitchel Edmunds, Principal, Daniel Currie, Special Education Supervisor, Jennifer Rowley, Parent, Emily Beiter, Kathryn Ellor, Billie Hoch, Kyla Kaczerski, Megan Miller, Janette Pymer, Teachers, Arla Murray, Occupational Therapist, Abigail Pilgermayer and Caren Yucha, Speech and Language Pathologists, Patricia Stroop, Itinerant Autistic Support, and Melissa Yonchuk, Behavior Specialist, to present on the Autistic Support Program at Limerick Elementary.

Dr. Goodin spoke about Spring-Ford's Mission and Vision Statements. He stated that the district began the initiative on modernized learning approximately 4 years ago and spoke about the goal of modernized learning which is to maximize student engagement and increase differentiation through the use of technology. Dr. Goodin commented that we must make sure our students are engaged rather than be passive listeners. He added that we must make sure that our students when they leave Spring-Ford can use technology beyond Twitter and Snapchat. Dr. Goodin added that we must also make sure our teachers understood how to use technology as an integral part of their instruction. He spoke of the cohort program that began with approximately 11-12 teachers. Dr. Goodin advised that the cohort so popular that the next year there was very little trouble finding additional teachers to form a second cohort. He added that now we are in our 4<sup>th</sup> cohort and have teachers who are on a waiting list for the program. Dr. Goodin stated that this is a good model as it makes sure that teachers know how to use the technology that is in their classrooms but there is also a problem as eventually if we continue to add cohorts we will see that we have as many devices in play as we do students using those devices. Dr. Goodin commented that we are essentially reaching that tipping point and are coming to the Board this evening with this presentation and basically with the idea that we need to make a decision on how we plan on moving forward. Dr. Goodin stated that they would like to talk about the plan that they developed last year with how to move forward in such a way that we are maximizing instructional strategy using technology as well as making sure our students have access to that technology.

Mrs. Bast stated that as evidenced in last week's presentation by the 9<sup>th</sup> Grade Center it is clear to see that our students are future ready. She stated that over the past 4 years we have observed our teachers using technology to teach curriculum as a seamless part of their instructional practice and students embracing technology integration as easily in the classroom as they do outside of it. Mrs. Bast spoke of the future plans which are to ensure that all K-12 students are involved in modernized learning. She reported on the future plans for grades K-12 and stated that everything was dependent on the budget and other necessary approvals. Mrs. Bast stated that the four year plan includes teacher training, technology purchases, technology and administrative support, policy implications and a communication plan. She showed a timeline chart for the four year plan.

Mr. Fink presented a chart reflecting the rolling budget impact and stated that we are almost there equipment wise which is why the costs for technology equipment are pretty much negligible. He added that the larger costs are to get the right people on board not only to do the training piece but also the people to service the equipment. Mr. Fink reported that the overall impact is about \$580,000 over 6 years. He explained that once there is an approved plan there will have to be work done on existing policies as well as create any necessary new ones.

Mr. DiBello commented that they were putting in \$250,000 in the budget each year for technology and another \$250,000 for modernized learning initiatives and he asked if the numbers presented were in addition to that and Mr. Fink replied yes. Mr. Fink added that they would like to be on a four year program as technology tends to fall off after

four years. Mr. DiBello stated that basically the \$500,000 that was being put in the budget each year is being utilized as part of this strategy and Mr. Fink confirmed this was correct.

Mrs. Zasowski asked for confirmation that a lot of the costs were for coaching and training and Mr. Fink confirmed this was correct. She asked about the support technician positions that were indicated as a need on a previous slide and Mr. Fink explained that there would be 2 technicians who would be on hand in a deployment and repair center at the 9<sup>th</sup> Grade Center and then as the 10-12 Grade Center is ramped up and ready to go there would be a similar set up here. He added that the technicians would be on hand for deployment, repairs and exchanges.

Mr. DiBello pointed out that as more devices are deployed then the computer labs we currently have would start to go away and Mr. Fink confirmed that he and Mr. Catalano worked together to determine the most efficient way to move devices that we currently have for students within our buildings including our media centers and computer labs. Mr. Fink indicated that as new students came into the 9<sup>th</sup> Grade Center and received new 4 year devices then essentially in year 2 we could deploy existing laptops that we currently have to 11<sup>th</sup> and 12<sup>th</sup> graders with the idea that as they move on and graduate then those devices would be recycled and taken offline.

Mr. Dehnert asked about one of the slides that showed the number of devices going from 1700 now to almost 3500 in 2022 but there did not seem to be a large jump in the equipment costs and he asked how we could go to double the devices without much cost. Mrs. Bast replied that the chart shown was if we were to continue going with the cohort model then we would be bringing on almost 300 devices a year which would soon put us past the tipping point where we would have more devices than students which is not the plan as it would not be fiscally responsible.

Dr. Nugent spoke about the communication plan and how to get the information to parents and families if it was decided to go with the model presented tonight. He relayed that he visited several other schools in other districts to see how they handled the deployment process. Dr. Nugent expressed that he feels very confident in the model being shared tonight. He added that, in his opinion, professional development has proven to be the most valuable component of the modernized learning initiative.

Modernized Learning Teacher, Erin McAnallen who was part of Cohort 1, spoke about her experience with the modernized learning initiative. She advised that she teachers AP Biology and Anatomy and Physiology. She stated that the program has grown since the beginning and that she enjoys collaborating with new teachers coming into the program. Ms. McAnallen commented that the one thing she wanted to say is that the main point of modernized learning is the differentiation and engagement and not the use of technology. She added that technology is just a tool to get students where they need to go. She spoke of the planning that she does to arrive at a decision on whether to use technology as part of a lesson or not. She also spoke of the coaching sessions and the beneficial part they play in professional development training. Ms. McAnallen commented that modernized learning has help to make her constantly aware of the needs of her students and how to adapt her lessons in order to make sure each one of her students are getting what they need in her classroom.

Mr. Dehnert asked if differentiation could allow some students to complete the course in a lot less time than other students and Ms. McAnallen replied no that it did not mean that

they would be moving through the class faster but rather how she could gear the lesson towards their mastery of that one specific topic.

Mr. DiBello commented that it seemed like this was more along the lines of what we are doing with our hybrid model at Spring City and Royersford Elementary where students can learn at different paces with possibly some students grasping some topics quicker while others grasp other topics quicker.

Dr. Dressler said he felt it was important for the public to realize that we are not spending all of this money for technology to do things the same as we have in the past but more because it enriches the classroom experience. He added that we want this so that we can do things we could not do before and we have to be constantly monitoring that in the classroom these things are being used for innovation and not for duplication.

Susan Miscavage who was part of Cohort 3, spoke about her experience and her student's experience with the modernized learning initiative. She reported that she teaches AP Psychology and the senior elective Psychology/Sociology. Ms. Miscavage stated that as a Psychology Teacher she always wants to create a non-threatening environment for her students and she is always concerned about them having an opportunity to express themselves in a way that is not going to make them uncomfortable. She added that one of the neat things with modernized learning is that it allows even shy students to be able to participate in a way that they do not need to feel like they are going to be embarrassed in the classroom. She spoke of two programs that she uses one of which is like a virtual corkboard that they can post their answers on. She indicated that students are given numbers that only she knows and they can then post their answers and comment on things without anyone knowing the identity, other than her, of the person posting. Ms. Miscavage commented that modernized learning increases the accountability of all students and also increases collaboration amongst students. She added that teachers are able to receive immediate feedback on how their students are grasping the content. Ms. Miscavage felt that modernized learning has made her a better teacher by far and after 20 years of teaching she feels this is the best experience she has had by far.

Mr. DiBello thanked both teachers for coming out this evening. He asked if they are finding that students are more engaged as they are learning on devices they have grown up with and Ms. Miscavage replied yes and added that she especially sees it in her Psychology/ Sociology class as that is not a class where you see one type of student whereas with an AP class most of those students are going to college. She stated that in a Psychology/ Sociology class she has students with IEPs all the way up to gifted students in the same classroom so what is neat is that they have the same technology at home as they do in the classroom and the success in this classroom has grown exponentially in the last two years using this program.

Mrs. Zasowski commented that the presentation took her back to the Strategic Planning Meeting when she was in the same group as Ms. Miscavage. She stated that there was a discussion on the accomplishments of the district and when Ms. Miscavage got up and talked with excitement about how modernized learning has impacted her ability as a teacher and her students that was very memorable for her.

Mr. DiBello stated that when we started this program 4 years ago there was long conversation about 1:1 and modernized learning and he was not fully sold on the 1:1 concept. He added that he was not interested in just brining computers into classrooms as technology is basically a tool and he was more interested in knowing how we were

going to use technology in the classroom as part of enriching the curriculum. Mr. DiBello expressed that this has been his goal and in listening this evening it sounds like the goal has been achieved.

Ms. McAnallen recalled that the very first year they did this initiative there was no training and the cohort were given devices and they all were wondering exactly what to do with them. She stated that since the professional development training has come along it has completely changed the way she uses the technology in her classroom. She spoke about students that she had in high school who are now in college and have contacted her to say that they are finding that they are more advanced than their peers in college.

Mrs. Heine commented that it was great that everyone who spoke from a teaching perspective reiterated what the professional development has provided to this program as well as themselves individually. Mrs. Heine stated that the program is something to be very proud of and she appreciated the excitement of the teachers. She thanked them for their time this evening and validating that the district has gone in the right direction with this process.

Mr. DiBello spoke about a tour of a magnet school that they did a couple of years ago and he wondered if possibly a magnet school is something that is part of Spring-Ford's future. Mr. DiBello felt that there was opportunity for the district to continue to enhance our STEAM Program by taking advantage of things that other magnet schools are doing as most magnet schools are STEAM on steroids.

Mrs. Bast commented that she is proud to be here tonight and hear the teachers from the first presentation on speaking so passionately about the kids. She stated that she is glad we are a kid focused and the teachers care so much about what their students need. She added that as long as we continue to be innovative and ask how do we meet a student's needs we can continue to grow in that area.

Mr. DiBello spoke about some of the things they viewed while visiting the magnet school. He stated that as he toured the school he questioned how we could do duplicate some of the things they were doing there to continue to progress and move forward. He spoke of the classrooms having cameras in them where the lectures were being taped so that the students could go home at night and review what took place that day. Mrs. Bast commented that we have that type of thing taking place at the 8<sup>th</sup> Grade Center with the Flipped Classroom which allows students to rewatch a lesson that they may not have totally grasped the first time around. Mr. DiBello stated that the other piece to this is that a lot of students finish up a majority of their high school credits by 11<sup>th</sup> grade and he stated that there are some high schools where students almost have their Associates Degree when they graduate high school. Mrs. Bast said she believes we had a couple of students who may have done something like this. Mr. DiBello clarified that he was not talking about our dual enrollment courses but rather a formal program where a student could enroll into the program where the specific goal is for them is to graduate high school with their Associates Degree. Dr. Nugent expressed that the tough part about this is that the students disassociate themselves with the school and that is a tough piece for them to struggle with. Mr. DiBello agreed but felt this is something we could work with.

Mrs. Heine stated that this is something they continually talk about in their Curriculum Meetings when they discuss course selection time and the presentations that are made

to the students. She added that the discussion pertains to how to better shape the information so that parents, students and families are aware of the various programs. Mrs. Heine commented that they question where to invest without divesting so if they push kids towards one program what does it mean for another program.

Dr. Dressler expressed concerned about rushing students through the high school program as he just attended a meeting of the American Association of Physics Teachers. He reported that they held a round table discussion and it was a universal feeling that the students that they were getting are coming into their classrooms poorly prepared. Dr. Dressler said he is concerned that if we rush the kids through then they will not be prepared enough and he cautioned that getting kids through quickly may not be beneficial.

Mr. DiBello replied that he is not saying we should rush them through but there are kids that this is the path they want to take. He stated that no one is rushing them or forcing them into aggressive schedules. Mr. DiBello commented that he was assuming through Dr. Goodin's presentation tonight that he was asking for the Board's continued support for the next phase of this and Dr. Goodin replied that was correct. He stated that we are at a point right now that if there is not Board support that we need to stop as we are reaching that tipping point and as we go through the budget process we need to know if we can continue to move forward.

Mrs. Heine commented that it is also the Curriculum Committee's recommendation to continue with Board support.

Mr. DiBello asked if there was any concern by the Board to continue this process forward.

There was no objection by the Board.

F. Dr. David Goodin, Superintendent, Kimberly Bast, Director of Curriculum and Instruction, James Fink, Chief Financial Officer, Dr. Patrick Nugent, High School Principal 10-12, Erin McAnallen and Susan Miscavage, Teachers, to present on Modernized Learning.

### III. BOARD AND COMMITTEE REPORTS

### Student Rep. Report Taylor Stevens/Nandini Patel

Taylor reported on the Irish Exchange Program saying that the Spring-Ford students left for Ireland on March 9<sup>th</sup> and returned on March 24<sup>th</sup>. She reported that 14 students went along with 2 chaperones. She shared some pictures of the students while on their trip to Ireland.

Nandini reported on the Music Department's recent trip to Disney to compete. She reported on the success of all the groups while competing at Disney. Nandini also reported that both she and Taylor have begun monthly discussions with Dr. Nugent and Dr. Weidenbaugh. She added that they invite two students from each high school grade level to discuss various topics of concern to the high school students. Nandini added that the hope is to expand the concept to meet with other grade levels.

Taylor introduced a short video about the Innovation Center. She reported that they spent the afternoon seeing how students interact and use the Innovation Center. Taylor spoke of how they saw students using the recording studio to make a song for a project,

the broadcasting studio was being used for another project and it was interesting to see how the new area has inspired new, more creative ways to be involved and participate in their classes. Taylor spoke about how she loved the Corner Café and stated that it is a great place and the students are enjoying it.

Mr. DiBello commented that they did a great job and hoped to see more of these types of presentations. He also added that he was glad to see that they were looking at opening up their monthly discussions to other grade levels.

Mrs. Heine stated that she loved to see the collaboration of the two student representatives. She expressed that they are putting together a foundation for future student representatives.

### WMCTC Dressler, Heine, Zasowski 1<sup>st</sup> Mon. 7:00 p.m.

Dr. Dressler reported that the Joint Operating Committee met on March 5th after the sold out California Buffet dinner. He stated that Mr. Moritzen gave his executive report which revealed that the Federal Perkins Grant review came up with no corrective actions necessary. He stated that the grant partially funds 4 staff members. Dr. Dressler reported that online applications show that there are 281 applicants compared to 257 last year. He reported that the NOCTI testing was going forward. HOSOA Competition was cancelled due to poor weather conditions and as far as he knows it has not yet been rescheduled. Dr. Dressler advised that summer camp applications number 26 and anyone interested should get their applications in soon. He next advised that Don Bray from the Auto Technology Department received a \$1,000.00 grant from PepBoys. Dr. Dressler stated that Mr. Brav and Mr. Moritzen met with Subaru representatives and the Western Center is now a Subaru University. He added that students can obtain industry certification by way of online training and in class seminars and could turn into full time positions in the future. Dr. Dressler announced that the next community buffet will be a Mexican theme and will take place on May 7<sup>th</sup>. He also advised that an active shooter drill was conducted on March 10<sup>th</sup> along with local police and fire departments.

Taylor provide update on HOSOA competition saying that it has been cancelled and will not be rescheduled. She added that students will receive a full refund and the determination on who will go to Nationals will be done through an online test.

### **PSBA** Liaison

### Dr. Edward Dressler

Dr. Dressler reported that 145 school boards sent petitions to the State Senate opposing the Educational Savings Account Voucher Program that is being proposed in Senate Bill 2. He provided information on Senate Bill 2 and provided a list of local school districts that sent petitions. He expressed that if we want to be up to the standards of some of these other districts that we possibly should send in our opposition as well. Dr. Dressler advised the Board of the PSBA fall meeting and stated that if there are any issues Spring-Ford would like to see addressed that they should be presented to the full Board, voted on by the Board and then sent to PSBA for consideration at the fall meeting.

**Legislative Committee** Christina Melton 3<sup>rd</sup> Weds. 7:30 p.m. There was no report as the meeting was cancelled due to snow.

MCIUThomas J. DiBello4th Weds. 7:00 p.m.Mr. DiBello reported that the majority of last month's meeting was focused on general<br/>business. He stated that they have had ongoing conversations regarding the remodeling

and bringing up to code the old MCIU building for use for the Headstart Program and the early intervention program.

### Personnel Bernard Pettit (As Needed)

Mr. Pettit reported that they held a previous meeting with the Support Staff Representatives and will hold a follow up meeting in the next few weeks.

### Superintendent's Report Dr. David R. Goodin

Dr. Goodin commented that tonight is Mr. Cooper's last Board Meeting as he is retiring. He stated that he is not sure how to thank him for all he has done for the district. Dr. Goodin said the best way he can describe what he has done is that he ran his department as if it was his own business. Dr. Goodin said Mr. Cooper will be missed and he thanked him for all he has done.

Mr. Cooper thanked the Board, the Administration, all of the Central Office Staff he has worked with and stated that everyone he has worked with has been great. He said he would not be who he is without those he worked with. Mr. Cooper stated that he will miss being here but has made many good friends throughout the district and will remain close with those friends after his retirement.

Mr. DiBello thanked Mr. Cooper for his 25 years of hard work to the district. He stated that there are many things that you do not see that Mr. Cooper has done during his time here and one of the things that amazes him is when he walks into any one of the buildings they are all in incredible shape. Mr. DiBello spoke about how Mr. Cooper would come to the Finance Committee meetings over the years during the budget season and always look for ways to enhance the budget and reduce expenses in his department. Mr. DiBello stated that over the year's Mr. Cooper has saved this district millions and that is something that he should be proud of. Mr. DiBello stated that he is proud to have known Mr. Cooper and hopes to continue that relationship.

### Solicitor's Report Mark Fitzgerald

There was no report.

Mr. DiBello said he would like to group the motions on the agenda and have the Board vote on Items IV through IX. Mrs. Heine made a motion to approve Items IV through IX and Mrs. Melton seconded it. The motion passed 8-0.

### IV. MINUTES

A. The Board approved the February 20, 2018 Work Session minutes. (Attachment A6)

### **NEW MINUTES**

B. The Board approved the February 26, 2018 Board Meeting minutes. (Attachment A7)

### V. PERSONNEL

### A. Resignation

1. Arlene Gerstlauer; Instructional Assistant, 9<sup>th</sup> Grade Center, for the purpose of retirement. Effective: June 14, 2018.

### B. Leave of Absence

1. Suzanne Bowman; Art Teacher, Upper Providence Elementary School, for child-rearing leave per the Professional Agreement. Effective: May 26, 2018 through the first marking period of the 2018-2019 school year.

### C. Support Employees

- 1. Naomi L. Keen; Instructional Assistant, Limerick Elementary School, replacing Talia Frisco who resigned. Compensation has been set at \$17.36/hour (degree rate) with benefits per the Instructional Assistants' Plan. Effective: March 12, 2018.
- 2. Theresa A. Morris; Part-time Food Service (3 hr./day), Senior High School-9th Gr., replacing Sarah Fusco who had a change of assignment. Compensation has been set at \$12.91 an hour per the Food Service Plan. Effective: March 15, 2018.
- 3. Mary R. Newett; Administrative Assistant Accounts Receivable, District Office. Compensation has been set at \$17.65 an hour with benefits per the Secretarial Plan. Effective: March 6, 2018.

### D. Changes of Status

- 1. Rachael Fenyus; Staff Accountant to Senior Accountant, District Office, replacing Mary C. Quintrell who is retiring. Salary has been set at \$65,000.00 prorated with benefits. Effective: April 3, 2018.
- 2. Laura MarieTuturice; Part-time, Food Service (3 hours/day) to Part-time, Food Service (4 hours/day) replacing Deborah Kovach who is retiring. Salary has been set at \$12.91 an hour. Effective: April 3, 2018.

### E. Substitutes

1. Kristen M. Cathers	Food Service Substitute
2. Michelle I. Davis	Office/Clerical Substitute
3. Michele E. Kucher	Office/Clerical Substitute

4. Debbie Rymarowicz

Office/Clerical Substitute

### F. Personnel Information Item

The individual listed below has completed three (3) years of satisfactory service as temporary professional employee(s) and is, therefore, approved to tenure status:

### 1. Lindsay Y. Silcox

- G. The Board approved the attached extra-curricular contracts for the 2017-2018 school year. (Attachment A8)
- H. The Board approved the following Teacher for the Pre-K Summer Readiness Program. Compensation will be set at \$40.00 per hour.
  - 1. Jessica A. Mecleary

I. The Board approved the following Instructional Assistant for the Pre-K Summer Readiness Program. Compensation will be set at \$19.98 per hour.

### 1. Debra J. Mohr-Kehs

### VI. FINANCE

A. The Board approved next month's payroll, taxes, all benefits, transportation contracts, IU contracts, Vo-Tech payments, debt service payments, utility bills, maintenance agreements, copier leases, equipment maintenance, federal grants, insurance, and discounted invoices.

### B. Checks:

1. <u>General Fund Checks</u> Check No. 202662 – 202952	\$1	,592,981.23
2. <u>Food Service Checks</u> Check No. 728 – 791	\$	86,544.28
3. <u>Capital Reserve Checks</u> Check No. 2024 - 2026	\$	291,379.71

- 4. <u>General Fund, Food Service, & Capital Reserve ACHs</u> ACH 171800550 - 171800635 \$ 1,479,800.91
- C. The following monthly Board reports were approved:
  - Skyward Reports
    - o General Fund Check Register
    - Food Service Check Register
    - o Capital Reserve Check Register
    - ACH Check Register
    - Summary Revenue Report
    - Summary Expense Report
- D. The Board approved **Resolution 2018-11** appointing the Controller, Staff Accountant and Accounts Receivable Specialist to act as liaisons between the Spring-Ford Area School District and Berkheimer for the express purpose of providing and or transmitting any and all tax information and records, or any part thereof, relating to the collection of taxes. (Attachment A9)
- E. The Board approved the following **independent contracts** that are offered free of charge or are being funded by the Home and School Associations, the Home and School Leagues, the Parent Teacher Associations, the Parent Teacher Organizations or an outside source:
  - 1. **Benmore Enterprises Bushkill, PA.** Provide an assembly entitled "Rocks, Minerals, and Fossil Show" for third grade students at Brooke Elementary along with two dig work-shops. Funding will be paid by the Brooke Elementary Home and School Association and shall not exceed \$525.00.

- Dialed Action Sports Team Lincoln Park, NJ. Provide a Launch Ramp BMX Stunt Show teaching bicycle safety and responsible choices for students in grades 1-4 at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,850.00.
- 3. Eric Geoffrey Belcher Philadelphia, PA. Provide two juggling shows entitled "Give & Take Jugglers" for students at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,200.00.
- 4. **Michael P. O'Neill/Batfish Books Palm Beach Gardens, FL.** Provide two full-day assemblies at Royersford Elementary and Upper Providence Elementary for all students on photography, marine wildlife, conservation, storytelling and writing. Funding will be split between the Royersford Parent Teacher Organization (\$1,500.00) and the General Fund (\$1,500.00) and shall not exceed a total of \$3,000.00.
- 5. Quiver Farm Pennsburg, PA. Provide a traveling farm experience for students at Upper Providence Elementary School. Funding will be paid from the General Fund and shall not exceed \$750.00.
- F. The Board approved the following independent contracts:
  - MHCC, Inc./SE Regional MH Services Coordination Office Norristown, PA. Provide Youth Mental Health First Aid Training for 90 participants district-wide. Funding will be paid from the Pottstown Area Health and Wellness Grant and shall not exceed \$4,500.00.
  - 2. Behavior Interventions King of Prussia, PA. This contract represents an adjustment to the current contract between the district and Behavior Interventions. Personal Care Assistant services being provided to a special needs student will change to Registered Behavior Technician services. Funding will be paid from the Special Education Budget and shall not exceed a total of \$12,000.00 which is the difference in cost for the remainder of the school year.
  - 3. **The Vanguard School Malvern, PA.** Provide Extended School Year services for 2 special needs students as per their IEPs. A two-week summer L.I.F.E. Program will be provided at a rate of \$3,040.00 per student. Funding will be paid from the Special Education Budget and shall not exceed a total of \$6,080.00.
  - 4. Variety Club Camp and Developmental Center Worcester, PA. Provide Extended School Year services for 4 special needs students as per their IEPs. Variety Club will provide 7 weeks of ESY support programming for each student for a total cost of \$17,680.00. In addition, Variety Club will provide 35 sessions of speech services, 21 sessions of Occupational Therapy and 7 sessions of Physical Therapy for a total cost of \$4,410.00. Lastly, Variety Club will provide 1 individual assistant at a total cost of \$3,250.00. Funding will be paid from the Special Education Budget and shall not exceed a grand total of \$25,340.00.
  - 5. **Pediatric Therapeutic Services, Inc. Conshohocken, PA.** Provide 2 full-time Speech Clinicians for 8 weeks for special needs students as per their IEPs. Funding will be paid from the Special Education Budget and shall not exceed \$40,200.00.

- 6. **The Lincoln Center Leadership Academy Audubon, PA.** Provide Educational services for the remainder of the 2017-2018 school year for a special needs student as per the IEP. Services will be provided at a cost of \$219.44 per day. Funding will be paid from the Special Education Budget and shall not exceed a total of \$15,361.00.
- Cristaldo Associates, Inc. Blue Bell, PA. Provide Interpreting services for up to 10 meeting hours at a cost of \$100.00 per hour (\$1,000.00). In addition, \$65.00 will be paid for travel expenses for a maximum of 5 meetings (\$325.00). Funding will be paid from the Special Education Budget and shall not exceed \$1,325.00.
- Humanus Corporation King of Prussia, PA. Provide Psychological services for the remainder of the 2017-2018 school year for students requiring psychoeducational evaluations and/or reevaluations. Services will be provided for 37.5 hours per week for 16 weeks at a rate of \$70.00 per hour. Funding will be paid from the Special Education Budget and shall not exceed \$42,000.00.
- Chester County Intermediate Unit (CCIU) Downingtown, PA. Provide an Occupational Therapy Evaluation for a special needs student who attends TCHS Pickering as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$510.00.
- 10. Chester County Intermediate Unit (CCIU) Downingtown, PA. Provide a Reading Evaluation for a special needs student as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$585.38.
- Substitute Teacher Service (STS) Aston, PA. Provide Professional Staff, Instructional Assistant and Registered Nurse substitute services effective July 1, 2018 through June 30, 2020.

### **New Independent Contract**

12. Montgomery County Intermediate Unit – Norristown, PA. Provide Temporary Payroll Processing Personnel/Assistance as the Business Office works through the hiring process for a permanent Payroll Specialist. The term of the agreement is April 3, 2018 through June 8, 2018 and allows for early termination by either party with 30 days' notice. Funding will come from the Finance Department Budget not to exceed \$15,000.00.

### VII. PROPERTY

- A. The Board approved receiving RFPs for the sanding/refinishing and cleaning/ recoating gym floors district-wide, as needed. Funding will come from the 2018-2019 Maintenance Budget. The work will be completed over the summer of 2018. Award of bids shall be consistent with state law.
- B. The Board approved receiving RFPs for district-wide paving, blacktop seal coating, sidewalk and curbing repairs, as needed. Funding will come from the 2018-2019 Maintenance Budget. Award of bids shall be consistent with state law.

### VIII. PROGRAMMING AND CURRICULUM

A. The Board approved the 2018 Summer Instrumental Lesson Program to be held at the 7th Grade Center for students in grades 4-12. The program will run in conjunction with the district's summer school programs, 4 days a week for 5 weeks, Monday, June 25 through Thursday, July 26, 2018. Lessons will be offered to students on a tuition basis at a cost of \$22.00 per half-hour private lesson. Teachers will be paid at the current summer school salary rate of \$30.00 per hour plus benefits. There will be no cost to the district as all expenses will be covered by the student tuition fees.

### New Programming and Curriculum

B. The Board approved submitting to PDE the Spring-Ford Area School District's Special Education Comprehensive Plan effective July 1, 2018 through June 30, 2021.

# IX. CONFERENCE/ WORKSHOP RECOMMENDATIONS The following individuals are approved for attendance at the following: CODE: 580 Account: Conference/Training, registration, food, and accommodations

### **HIGH SCHOOL**

- A. Stacey Bogus, Teacher, to attend "Advanced Placement Summer Institute: Advanced Placement U.S. Government & Politics" at the Montgomery County Intermediate Unit in Norristown, PA from July 30 through August 2, 2018. The total cost for this training is \$975.00 (registration). No substitute is needed.
- B. **Stephanie Compton,** Behavior Specialist, to attend *"Working with Emotional Problems in Youth"* at the Chester County Intermediate Unit on May 15, 2018. The total cost for this conference is \$125.00 (registration). No substitute is needed.
- C. Jaclyn Ritter, Teacher, to attend "Advanced Placement Summer Institute: Advanced Placement Capstone Research" at Goucher College in Baltimore, MD from July 9 through July 13, 2018. The total cost for this training is \$2,045.00 (registration, mileage, lodging and meals). No substitute is needed.

### DISTRICT-WIDE

- D. Joseph Nugent, HVAC Technician, to attend "Proasys Legionella Bacterial and Legionnaires Disease Seminar" in Harleysville, PA on March 20, 2018. The total cost for this seminar is \$25.00 (registration). No substitute is needed.
- E. Robert Catalano, Director of Technology, Mary Davidheiser, Controller, Rachael Fenyus, Staff Accountant, Carol Ganister, PIMS and Data Specialist, Melody Hendricks, Executive Secretary, Joseph Mayo, Information Systems Administrator, Sydney McGill, Secretary, and Mary Newett, Administrative Assistant, to attend "PA Skyward User Group Conference 2018" in Harrisburg, PA on April 18 and/or April 19, 2018. The total cost of this conference is \$2,001.90 (registration, mileage, lodging and meals). No substitutes are needed.

### X. OTHER BUSINESS

Dr. Goodin commented on Item A saying that the district was closed for 2 days last week due to snow which resulted in adding another day to the end of the school year which would put the last day for students on June 14<sup>th</sup> rather than June 13<sup>th</sup>. He stated that they had planned for graduation to be June 13<sup>th</sup> which was what was on the agenda last week. Dr. Goodin recommended that the Board keep graduation on June 13<sup>th</sup> and indicated that the cost to do this would be a \$4,500.00 adjustment to our state reimbursement state as seniors would only have 179 school days as opposed to 180. Dr. Goodin stated that his recommendation is that the last student day for seniors be June 13<sup>th</sup> and the last day for K-11 would be June 14<sup>th</sup>.

Mr. DiBello made a motion to amend Item A to read that Graduation will be set for the evening of Wednesday, June 13, 2018 at 7:00 PM. Mrs. Melton seconded the motion.

There were no comments from the public.

Mrs. Zasowski stated that she appreciated this being done as she has been bombarded with texts and emails from concerned parents.

The motion passed 8-0.

- A. The Board approved the Spring-Ford Area School District Graduation Commencement to be set for the evening of Wednesday, June 13, 2018 at 7:00 PM in Coach McNelly Stadium. In the event of bad weather, commencement will be moved indoors to the High School 10-12 Grade Center.
- B. The following policy is submitted as a first reading:
  - 1. Policy #249 Bullying and Cyber Bullying (Attachment A10)

### **NEW OTHER BUSINESS**

Mrs. Heine made a motion approve Item C and Mrs. Zasowski seconded it. The motion passed 8-0.

C. Administration recommends approval of the revised 2017-2018 school calendar reflecting the use, thus far, of the 3 built in snow/emergency days and two predetermined make up days (Wednesday, March 28, 2018 and Thursday, March 29, 2018). In addition, due to the Thursday, March 22, 2018 snow day, the revised calendar also reflects an additional day for both students and teachers to the end of the school year. The tentative last day for students will now be Thursday, June 14, 2018 and the tentative last day for teachers will now be Friday, June 15, 2018, barring no additional snow/emergency days occurring for the rest of the 2017-2018 school year. (Attachment A11)

### XI. BOARD COMMENT

Mr. DiBello announced that the Board met in an executive session prior to tonight's meeting to discuss personnel items.

Dr. Dressler commented that presentations like the ones we had tonight make him proud to be part of this organization. He expressed his appreciation to the presenters.

### XII. PUBLIC TO BE HEARD

**Hayley Jeffords**, stated that she is a 2002 Alumni of Spring-Ford Area High School and is an attorney working as an executive policy specialist for Governor Wolf for his Environmental Protection Department. She stated that she is not here speaking on behalf of the Governor but rather for herself.

Mr. DiBello asked her to provide her address. Ms. Jeffords indicated that she lived in Ardmore, PA and Mr. DiBello advised her that unfortunately we do not take comments from residents outside of the district. He advised her that she could speak to Dr. Goodin after the meeting and provide her comments to him.

### XIII. ADJOURNMENT

Mrs. Heine made a motion to adjourn and Mrs. Zasowski seconded it. The motion passed 8-0. The meeting adjourned at 9:45 p.m.

Respectfully submitted,

Diane M. Fern School Board Secretary

### 2017-2018 EXTRACURRICULAR CONTRACTS APRIL 2018

	Contract Title	Season	Last Name	First Name	Contract Rate
1	Asst. Track Coach-Girls' & Boys'-HS	Spring	Boham	Damien D.	\$3 <i>,</i> 991.00
2	Volunteer Boys Lacrosse Coach - HS	Spring	Feiss	Jesse E.	Volunteer
3	Volunteer Boys Lacrosse Coach - HS	Spring	Hare	lan C.	Volunteer
4	Lacrosse Coach - Boys- 8th Grade Head	Spring	Hare	Zachary M.	\$2,772.00
5	Volunteer Assistant Baseball Coach - HS	Spring	Hoff	James F.	Volunteer
6	Volunteer Girls Lacrosse Coach- HS	Spring	Moley	Marissa R.	Volunteer
7	Volunteer Boys Lacrosse Coach - HS	Spring	Ullmann	Bjorn P.	Volunteer



# SPRING-FORD AREA SCHOOL DISTRICT

**OFFICE OF THE SUPERINTENDENT** 

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

#### ADMINISTRATION

Dr. David R. Goodin Superintendent

Dr. Allyn J. Roche Assistant Superintendent

#### **BOARD OF DIRECTORS**

Thomas J. DiBello Board President

Dawn R. Heine Board Vice President

Mark P. Dehnert Region III

Dr. Edward T. Dressler, Jr. Region I

Linda C. Fazzini Region I

Clinton L. Jackson Region II

Christina F. Melton Region III

Bernard F. Pettit Region I

Colleen Zasowski Region II

### **RESOLUTION 2018-12**

SPRING-FORD AREA SCHOOL DISTRICT MONTGOMERY AND CHESTER COUNTIES, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF UP TO TEN MILLION DOLLARS (\$10,000,000); PROVIDING FOR THE DATE, MAXIMUM INTEREST, MAXIMUM MATURITY DATES AND PLACE OF PAYMENT IN RESPECT TO THE BONDS; SETTING FORTH THE PARAMETERS FOR ACCEPTANCE OF A PROPOSAL AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AND SETTING FORTH A FORM OF BOND.

WHEREAS Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania ("<u>School District</u>" or "<u>Local Government Unit</u>") has determined to undertake a project and provide funds for and towards: (1) the planning, designing, constructing, equipping and furnishing renovations and expansion of certain areas of the to the Spring-Ford High School, (2) financing the construction of certain capital improvements to school facilities within the School District, and (3) paying the costs and expenses related to the issuance of the Bonds (the "<u>Project</u>"); and

WHEREAS, the School District has determined to finance the Project by incurring indebtedness and issuing its Bonds in accordance with the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "<u>Act</u>"), the proceeds of which shall be used for the purpose of financing the Project and paying the expenses of issuing the Bonds; and

WHEREAS, the School District has determined to establish certain parameters under which it will accept a proposal (the "<u>Proposal</u>") for the purchase of the Bonds, hereinafter described, and has determined that it is in the best interest of the School District to secure a purchase proposal by private negotiated sale in connection with the above-described financing; and

WHEREAS, the School District has received an acceptable Proposal for the purchase of the Bonds from Boenning & Scattergood, Inc. (the "<u>Purchaser</u>") and desires to authorize the acceptance of such Proposal and authorize the issuance of its Bonds for the purposes set forth herein, upon the terms and conditions, within and subject to the parameters and in the form of Proposal as herein provided; and

WHEREAS, the School District desires to authorize the issuance of its General Obligation Bonds, Series of 2018, in the aggregate principal amount of up to TEN MILLION DOLLARS (\$10,000,000) for the purposes set forth herein, upon the terms and conditions and in the form as herein provided (the "<u>Bonds</u>"), and to authorize the acceptance of the Proposal. NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the School District (the "<u>Board of School Directors</u>"), that:

SECTION 1. Establishment of Parameters for Bonds. The School District hereby establishes that the issuance of the Bonds authorized hereunder shall be subject to the Bonds satisfying the following parameters: (a) the Bonds shall be issued in one or more series, and shall not exceed TEN MILLION DOLLARS (\$10,000,000) in aggregate principal amount (net original issue discount); (b) the Bonds shall not mature later than the dates set forth on Schedule "A" attached hereto and made part hereof; (c) the purchase price for the Bonds shall not be less than 90% or more than 125% of par of the Bonds; (d) the Underwriter's discount shall not exceed \$8.00 per \$1,000.00 of Bonds; and (e) the maximum principal amounts and the maximum interest rates shall not exceed those stated on Schedule "A". The School District hereby acknowledges receipt of a form of Proposal from the Purchaser submitting a final Proposal in the form thereof pursuant to which the School District agrees to sell its Bonds to the Purchaser subject to the Purchaser satisfying the conditions and parameters set forth therein as shall be confirmed as set forth below. A copy of the form of Proposal, as well as the Addendum to the Proposal, as defined below, shall be delivered to the Secretary of this School District and shall be affixed to and shall become part of this Resolution. Upon a determining by the President or Vice President that the final Proposal and Addendum to the Proposal submitted to the School District by the Purchaser meets the parameters set forth above, the President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to accept the Proposal and Addendum to the Proposal on behalf of the School District and execute the Proposal and Addendum to the Proposal in accordance therewith, and deliver a copy of the same to the Secretary of the Board of Directors of the School District pursuant to the procedure set forth below.

The Purchaser shall determine the final terms of the Bonds within the parameters set forth in the Proposal and this Resolution, including without limitation the final interest rates, initial offering prices and yields and any other appropriate terms and conditions applicable to the Bonds, and shall present such final terms to the Business Administrator of the School District. The Business Administrator is hereby authorized and directed to review and approve the final terms of the Bonds presented by the Purchaser and to determine if such terms are within the parameters established hereunder. Upon presentation by the Purchaser of the final terms of the Bonds in satisfaction of the conditions and parameters set forth in the Proposal and this Resolution, and with the concurring approval of the Business Administrator of the School District, the President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to confirm in writing that such conditions and parameters have been satisfied, to accept the final terms of the Bonds, to execute and deliver an Addendum to the Proposal (the "<u>Addendum to the Proposal</u>") setting forth the final terms of the Bonds and to authorize the release of the Bonds upon settlement thereof.

SECTION 2. Authorization of Issuance of Bonds and Approval of Project. The School District hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Act by the issuance of the Bonds in the principal amount of up to

\$10,000,000 for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The Bonds are to be sold and delivered as hereinafter provided.

#### SECTION 3. Capital Project and Useful Life Thereof.

(a) The proceeds of the Bonds designated for the Capital Project shall be deposited in the School District's Capital Project Fund and shall be applied by the School District from time to time to the Capital Project as approved by the Business Administrator. It is hereby determined and declared that the average estimated useful life of the components of the Capital Project is not less than twenty-five (25) years and that the School District has obtained realistic estimates of the costs of such projects through bid prices or estimates from qualified persons as required by Section 8006 of the Act.

(b) It is hereby determined that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

<u>SECTION 4.</u> <u>Non-Electoral Debt</u>. All of the debt to be incurred upon issuance of the School District's Bonds shall be incurred as non-electoral debt.

SECTION 5. Execution of Debt Statement and Bonds and Filing of Debt Proceedings. The President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby directed to prepare and certify and to file the debt statement required by Section 8110 of the Act, to execute and deliver the Bonds evidencing the debt to be incurred to the purchaser thereof, and to prepare and certify all filings required pursuant to Section 8111 of the Act, pertaining to submission to the Pennsylvania Department of Community and Economic Development (the "Department"), of the transcript of the proceedings, which shall include certified copies of this Resolution, proofs of proper publication, the accepted proposal for the purchase of the Bonds and such other documents as may be necessary in connection with the same and to take all such further action and to execute and deliver such other documents as may be necessary or appropriate to comply with all requirements of the Act or to carry out the intent and purposes of this Resolution. Any actions taking with respect to the foregoing prior to the date of this Resolution are hereby ratified and approved.

<u>SECTION 6.</u> Terms and Form of Bonds. The Bonds when issued shall be general obligation bonds issued in fully registered form and shall be in the denomination of Five Thousand Dollars (\$5,000), or in any integral multiple thereof within the limitations provided herein. The Bonds shall be issued in the aggregate principal amount of not more than \$10,000,000, shall be dated such date as shall be determined in accordance with the final terms of the Bonds (the "<u>Bond Issuance Date</u>"), shall bear interest from the Bond Issuance Date at the rates per annum in accordance with and within the parameters established pursuant hereto, all as set forth in <u>Schedule "A"</u> and in the Proposal, and shall mature on those dates contained therein, but in no event later than March 1, 2033. The Bonds shall be payable at the place and in the manner and shall be substantially in the form attached hereto as <u>Schedule "B"</u> and made a part hereof. The Bonds shall be numbered as issued, without regard to denomination or maturity.

SECTION 7. Appointment of Paying Agent and Sinking Fund Depositary. Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania, is hereby appointed to serve as paying agent, bond registrar and sinking fund depositary (the "Paying Agent") for the Bonds and the President and Secretary of the Board of School Directors, or the Vice President or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successor, as the case may be, are directed to contract with the Paying Agent to obtain its services in the aforementioned capacities. The School District shall cause to be kept, and the Paying Agent is hereby directed to keep, at the designated corporate trust offices of the Paying Agent, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. The Paying Agent is hereby directed to make such registrations, exchanges and transfers without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

<u>SECTION 8.</u> Establishment of Sinking Fund. The School District covenants to establish, and there is hereby established, a sinking fund (the "<u>Sinking Fund</u>") for the payment of the Bonds with the Paying Agent. The School District Treasurer shall pay the amounts required pursuant to the covenants contained herein into the Sinking Fund which shall be maintained until such Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities shall be deposited into the Sinking Fund not later than the date when interest and/or principal is to become due on the Bonds. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the Bonds as the same becomes due and payable in accordance with the terms thereof. The School District hereby covenants that such monies, to the extent required, will be applied to such purpose. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent.

<u>SECTION 9.</u> <u>Covenant to Pay Bonds.</u> The School District covenants that, to the fullest extent authorized under law:

a. The amount of the debt service with respect to the Bonds payable in each fiscal year shall be included in the School District budget for that year;

b. The School District shall appropriate such amounts from its general revenues necessary for the payment of such debt service;

c. It shall duly and punctually pay, or cause to be paid from its sinking fund or any other of its revenues or funds, the principal of and interest due upon the Bonds, to the extent of its obligation, on the dates, at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof; and

d. For such payment, budgeting and appropriation the School District herewith irrevocably pledges its full faith, credit and taxing power.

The covenant contained in this Section shall be specifically enforceable.

<u>SECTION 10.</u> <u>Sale of Bonds</u>. In compliance with Section 8161 of the Act, the Board of School Directors hereby determines that a private sale by negotiation is in the best financial interest of the School District and that the Bonds shall be sold as provided herein.

<u>SECTION 11</u>. Acceptance of Proposal for Purchase of Bonds. The Proposal presented at this meeting by the Purchaser is hereby found by this Board of Directors to be in conformity with the requirements of the Act and of this Resolution for the purchase and sale of the Bonds, and is, together with any Addendum to the Proposal executed pursuant hereto, hereby authorized to be accepted, and the Bonds are hereby authorized to be awarded to the Purchaser subject to the provisions of Section 1. of this Resolution and the submission of a final Proposal and Addendum to the Proposal satisfying the parameters set forth therein. The officers of the School District are hereby authorized to deliver the Bonds to the Purchaser upon receipt of the principal amount thereof and upon compliance with all of the conditions precedent to such delivery required by the Act, the Resolution, the Proposal, and Addendum to the Proposal.

SECTION 12. Execution, Authentication and Delivery of Bonds. The Bonds, when issued, shall be executed either manually or by facsimile by the President or Vice President of the Board of School Directors and shall have the corporate seal or facsimile thereof of the School District affixed thereto and be duly attested by the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of the Board of School Directors. The Bonds shall be authenticated by the manual signature of the Paying Agent. Furthermore, the President or Vice President and Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) are authorized and directed to deliver the Bonds, but only after the Department has certified its approval pursuant to Section 8204 of the Act, and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance, sale and delivery of the Bonds, all in accordance with this Resolution and the Act and/or the Proposal.

SECTION 13. <u>Appointment of Securities Depository</u>. The Depository Trust Company, New York, New York ("<u>DTC</u>"), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("<u>DTC Participants</u>"). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond will be in the aggregate principal amount of such maturity as established in accordance with the final terms of the Bonds within the parameters set forth herein shown on <u>Schedule "A"</u> attached hereto and as accepted by the School District in accordance with Section 1 hereof. The School District shall cause the Bonds to be delivered to DTC for the benefit of the Purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "<u>Beneficial Owner</u>") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the School District officials then holding the offices set forth in Section 13 of this Resolution are hereby authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

<u>SECTION 14</u>. <u>Redemption Provisions</u>. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Proposal and as further set forth in the Bonds.

The Paying Agent shall give notice of any such redemption by first-class mail, postage prepaid, mailed not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered owner of Bonds to be redeemed at its registered address as it appears on the bond register maintained by the Paying Agent, or such other notice of redemption as deemed appropriate. Such notice having been mailed and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption shall become due and payable on the date fixed for redemption and interest thereafter shall cease to accrue thereon, whether such Bonds shall be presented for payment or not.

<u>SECTION 15.</u> <u>Limitation on Indebtedness</u>. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Local Government Unit, is not in excess of any limitation imposed by the Act upon the incurring of debt by the School District.

SECTION 16. Federal Tax Covenants. The School District hereby covenants with the holders from time to time of the Bonds that it will at all times do and perform all actions and things within its power which are necessary or desirable in order to assure that interest paid on the Bonds will, for purposes of federal income taxation, be and remain excludable from the gross income of the recipients thereof and that it will refrain from doing or performing any act or thing that would cause such interest not to be so excludable and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"). The School District further covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of the Bonds, which, if such investment or use had been reasonably expected on the date of issuance of the Bonds, would cause the Bonds to be "arbitrage bond(s)" within the meaning of Section 148 of the Code, and the regulations applicable thereto and that this covenant shall extend throughout the term of the Bonds and shall apply to all amounts which are proceeds of the Bonds for purposes of said section and regulations. Neither the Treasurer nor any other official or agent of the School District shall make any investment inconsistent with the foregoing covenant. The Treasurer and all other School District officials responsible for investment shall request and follow, if given, the advice or direction of bond counsel for the School District (the "Bond Counsel") as to investments, which may be made in compliance with this covenant. The appropriate officers of

the School District are hereby authorized to execute a tax compliance agreement (the "<u>Tax</u> <u>Compliance Agreement</u>") to carry out the foregoing covenants.

The Tax Compliance Agreement shall be substantially in the form acceptable to Bond Counsel, with such changes as may be approved by the officer executing the Tax Compliance Agreement, upon the advice of Bond Counsel, such approval to be conclusively evidenced by such officer's execution of the Tax Compliance Agreement. If required under the Tax Compliance Agreement, there shall be established a "bond rebate fund," which shall be held and maintained by the School District in accordance with the Tax Compliance Agreement, separate and apart from other funds of the School District. The foregoing tax covenants in this Section 16 may be excused or modified if, and to the extent that, the School District receives an opinion of nationally recognized bond counsel that such absence of compliance will not adversely affect the exemption from federal income taxation of interest on the Bonds.

SECTION 17. Continuing Disclosure. The School District covenants to provide, pursuant to Rule 15c2-12(b) promulgated by the Securities and Exchange Commission, for the benefit of the holders of the Bonds certain financial and operating data in accordance with the terms of a continuing disclosure agreement to be executed by the School District in connection with the issuance of the Bonds, upon terms and in the form approved by the solicitor and bond counsel to the School District.

SECTION 18. Approval of Official Statement. The appropriate officers of the School District authorized by Section 1 of this Resolution to accept the final terms of the Bonds in accordance with such Section 1 are hereby authorized to approve the Preliminary Official Statement for the Bonds in the form to be prepared in connection with the public offering and sale of the Bonds by the Purchaser, and such Preliminary Official Statement as so approved shall be "deemed final" by the School District as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated on or about the date of the Addendum to the Proposal setting forth the final terms of the Bonds within the parameters established hereunder as accepted by the School District, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the School District in accordance with the foregoing provisions with such additions and other changes, if any, as may be approved by the appropriate officers of the School District with the advice of the School District Solicitor and containing the final terms of the Bonds, shall be prepared and delivered to the Purchaser within seven (7) business days from the date of the Addendum to the Proposal, and the School District hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

SECTION 19. Bond Insurance. If the proposal for the purchase of the Bonds offering the lowest interest cost to the School District is based on insurance for the Bonds, the officers of the School District are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Resolution may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

ATTACHMENT A4

SECTION 20. Application of Bond Proceeds. The purchase price of the Bonds and any accrued interest payable by the Purchaser shall be paid to the Paying Agent on behalf of the School District. The Paying Agent, under instruction from the proper officers of the School District, shall deposit the accrued interest in the Sinking Fund, pay the issuance costs on behalf of the School District upon presentation of proper invoices therefor, and deposit the balance of such proceeds in one or more accounts of the School District as designated by its officers for application to pay the costs of the Project when due and payable. The final amounts of the issuance costs shall be set forth in such instructions, the execution and delivery of which on behalf of the School District shall constitute the approval of such costs. In addition, the School District shall deposit with the Paying Agent any deposits from Purchaser and make such additional deposits of cash from the funds of the School District as shall be necessary to cover all of the issuance costs of the Bonds.

SECTION 21. Qualified Tax-Exempt Obligations. In accordance with the Internal Revenue Code of 1986, as amended (the "Code"), the School District hereby represents and warrants, after due investigation and to the best of its knowledge, that: (i) the Bonds are not "private activity bonds" within the meaning of Section 141 of the Code, and (ii) if the School District elects to issue one or more series of the Bonds as "qualified tax-exempt obligations", then the aggregate face amount of such "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the School District (and all other issuers which must be aggregated with the School District pursuant to the Code) during the 2018 calendar year (including the Bonds, but excluding current refunding obligations not required to be taken into account for purposes of that Section of the Code and further excluding those bonds "deemed designated" under the Code), will not reasonably expected to exceed \$10,000,000. If the School District elects to issue one or more series of the Bonds as "qualified tax-exempt obligations", to the extent not "deemed designated", the School District hereby designates each of the Bonds as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. The School District hereby authorizes the proper officers of the School District to execute a certificate to that effect at the time of the closing.

SECTION 22. Further Actions. The President and Vice President and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successors, as the case may be, in the name of and on behalf of the School District are hereby authorized to execute any agreements, instruments or documents and to do or cause to be done any and all acts and things deemed necessary or appropriate for the carrying out of the purposes of this Resolution and to comply with the Act.

<u>SECTION 23.</u> <u>Severability.</u> In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

SECTION 24. Repealer. All prior resolutions or parts thereof inconsistent herewith, are hereby repealed.

SECTION 25. Effective Date. This Resolution shall take effect on the earliest date permitted by the Act.

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[signature page follows]

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ADOPTED by the Board of School Directors of the Spring-Ford Area School District this day of , 2018.

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### SPRING-FORD AREA SCHOOL DISTRICT

Montgomery and Chester Counties

Attest:

\_By: \_\_

Diane Fern Board Secretary Thomas J. DiBello Board President

ACTIVE\55269526.v2

# **SCHEDULE "A"**

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# **BOND INTEREST RATES & MATURITY SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I
03/01/2019	10,000.00	6.000%	450,000.00	460,000.00
03/01/2020	10,000.00	6.000%	599,400.00	609,400.00
03/01/2021	10,000.00	6.000%	598,800.00	608,800.00
03/01/2022	10,000.00	6.000%	598,200.00	608,200.00
03/01/2023	10,000.00	6.000%	597,600.00	607,600.00
03/01/2024	1,065,000.00	6.000%	597,000.00	1,662,000.00
03/01/2025	1,065,000.00	6.000%	533,100.00	1,598,100.00
03/01/2026	1,010,000.00	6.000%	469,200.00	1,479,200.00
03/01/2027	1,015,000.00	6.000%	408,600.00	1,423,600.00
03/01/2028	00.000,000,1	6.000%	347,700.00	1,347,700.00
03/01/2029	1,190,000.00	6.000%	287,700.00	1,477,700.00
03/01/2030	1,190,000.00	6.000%	216,300.00	1,406,300.00
03/01/2031	805,000.00	6.000%	144,900.00	949,900.00
03/01/2032	805,000.00	6.000%	96,600.00	901,600.00
03/01/2033	805,000.00	6.000%	48,300.00	853,300.00
Total	\$10,000,000.00		\$5,993,400.00	\$15,993,400.00

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# FORM OF BONDS

# SCHEDULE "B"

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Unless this certificate is presented by an Authorized representative of The Depository Trust Company, a New York corporation ("<u>DTC</u>"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO: R-\_\_\_\_

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	C(	SCHOOL E DUNTY, PENNSYLVA	
		IGATION BONDS	
INTEREST RATE %	MATURITY DATE	DATED DATE OF SERIES	CUSIP
REGISTERED OW	NER: CEDE & CO.		
PRINCIPAL SUM:		Ľ	OOLLARS
pay to the registered above, unless this Bo payment of the reder shown above and to of (12) twelve (30) the payment date next pre- such Bond is register Bond shall bear inter authenticated after a payment date, in whi (c) such Bond is register payment date of	ennsylvania, (the " <u>School I</u> owner named above, or reg ond shall have been previou nption price shall have been pay interest thereon calcula nirty-day months, at the anr receding the date of registra red and authenticated as of a est from said interest paym Record Date (hereinafter do ch event such Bond shall b stered and authenticated on , in which even records of the Paying Agent nds shall bear interest from	sistered assigns, on the r sly called for redemption in duly made or provided ted on the basis of a year nual rate specified above tion and authentication an interest payment date ent date, or (b) such Bor efined) and before the n ear interest from such in or prior to the Record I t such Bond shall bear i c, interest on such Bond the date to which interest	naturity date specified on in whole or in part and l for, the principal sum ar of 360 days comprised e from the interest of the Bond, unless: (a) e, in which event such nd is registered and ext succeeding interest nerest payment date, or Date preceding the first interest from, or shall be in default, in est was last paid on such
	be paid initially on		

\_\_\_\_\_\_ of each year, until the principal sum is paid. The principal or redemption price of and interest on this Bond may be paid in any coin or currency of the United States of America,

which, at the time of payment, is legal tender for the payment of public or private debts.

The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of \_\_\_\_\_\_. Bank, \_\_\_\_\_\_\_, Pennsylvania, as Paying Agent (the "<u>Paying Agent</u>"). Interest shall be paid by check mailed to the registered owner hereof as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Record Date (as hereinafter defined) or at the election of such registered owner of a Bond in a denomination of \$500,000 or more, by wire transfer to a designated account, provided that any such election shall be received by the Paying Agent in writing not less than 10 days prior to the first payment of interest to which it relates.

Interest on each Bond is payable by check drawn on the Paying Agent which shall be mailed to the registered owner whose name and address shall appear at the close of business on the fifteenth day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date (the "<u>Record Date</u>"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

This Bond is not insured [or This Bond is insured by \_\_\_\_\_ pursuant to the Statement of Insurance attached hereto and incorporated herein.]

This Bond is one of a duly authorized issue of <u>\$</u>\_\_\_\_\_\_principal amount of General Obligation Bonds, Series of 20\_\_\_\_ (the "<u>Bonds</u>") of the School District consisting of Bonds in the denomination of \$5,000 or integral multiples thereof maturing on \_\_\_\_\_\_, 20\_\_\_\_, and on each \_\_\_\_\_\_\_ thereafter to and including \_\_\_\_\_\_\_, 20\_\_\_\_. [if term bond: and then on \_\_\_\_\_\_\_, 20\_\_\_\_.] The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "<u>Act</u>"), without the assent of the electors, pursuant to a resolution of the Board of School Directors of the School District adopted \_\_\_\_\_\_ (the "<u>Resolution</u>") which authorized issuance of the Bonds. The Bonds have been issued by the School District for the purposes of: (i) \_\_\_\_\_\_, (ii) \_\_\_\_\_\_, and (iii) paying the costs and expenses related to the issuance of the Bonds.

Reference is hereby made to the Resolution and the Act for a complete statement of the right of the holders hereof, which by acceptance of this Bond, such holder accepts.

Reference is hereby also made to the further provisions of this Bond set forth in the terms and conditions, which provisions shall for all purposes have the same effect as if set forth in full herein.

This Bond shall not be valid or become obligatory for any purpose unless the Certificate of Authentication shall have been signed by the manual signature of an authorized signatory of the Paying Agent.

[intentionally left blank]

IN WITNESS WHEREOF, the School District has caused this Bond to be executed in its name by the signature of its President and attested by the signature of its Secretary.

SCHOOL DISTRICT

Attest: \_\_\_\_\_

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By: \_\_\_\_\_

Board Secretary

Board President

\_\_\_\_\_

(SEAL)

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### **OPTIONAL REDEMPTION**

The Bonds maturing on or after\_\_\_\_\_\_ are subject to optional redemption prior to maturity, at the option of the School District out of monies deposited with or held by the Paying Agent for such purpose as a whole or in part on \_\_\_\_\_\_, 20\_\_\_ or any date thereafter, in either case upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than all Bonds of any particular maturity are to be so redeemed, the Bonds are to be redeemed by maturities and amounts designated by the School District and by lot within each maturity.

### MANDATORY REDEMPTION

The Bonds maturing on \_\_\_\_\_\_, 20\_\_ in the amount of \$\_\_\_\_\_ (the "<u>Term Bonds</u>") are subject to mandatory redemption prior to maturity, in part, by lot from monies to be deposited in the sinking fund created under the Resolution at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The School District covenants that it will or will cause the Paying Agent to select by lot, give notice of redemption, and redeem Term Bonds at said redemption price in the principal amount as outlined in the Resolution on \_\_\_\_\_\_ of the following years in the following amounts:

Bonds stated to mature		:
20	\$ 00,000.00	
20 20	\$ 00,000.00 \$ 00,000.00	
20*	\$000,000.00	

\*final maturity

### NOTICE OF REDEMPTION

Notice of any redemption shall be given by depositing a copy of the redemption notice by first class mail, postage prepaid, not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption addressed to each of the registered owners of Bonds to be redeemed, in whole or in part, at the addresses shown on the registration books maintained by the Paying Agent. Such notice shall also be mailed to the registered owners of the Bonds and shall be posted on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board (EMMA). Such notice shall be given in the name of the School District, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amount thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption. Failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which

proper notice has been given.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the School District shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption. Any notice of redemption of Bonds may state that the redemption is conditioned upon the deposit of sufficient funds prior to the redemption date. If sufficient funds are not received, such notice of redemption shall be of no effect.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of the principal, if any, and interest upon such redemption shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

If the School District deposits with the Paying Agent funds sufficient to pay the principal or redemption price of any Bonds becoming due at maturity, by call for redemption or otherwise, together with interest accrued to the due date, interest on such Bonds will cease to accrue on the due date, and thereafter the holders shall have no rights with respect thereto, except to receive payment of principal to be redeemed and accrued interest thereon to the date fixed for redemption.

This Bond is registered as to both principal and interest on the registration books to be kept for that purpose at the principal office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This Bond is transferable or exchangeable by the registered owner thereof upon surrender of the Bond to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with

instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond in the registration books, or his/her attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of Bonds in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and interest rate for its aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The School District and the Paving Agent shall not be required (a) to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed or (b) to register the transfer of or exchange any portion of any Bond selected for redemption until after the redemption date. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate. The School District and Paying Agent may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is not valid unless the Paying Agent Authentication Certificate endorsed hereon is duly executed.

The School District, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

No recourse shall be had for the payment of the principal of, or interest on this Bond, or for any claim based hereon or on the Resolution against any director, officer, or employee, past, present, or future, of the School District or of any successor body, as such, either directly or through the School District or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such directors, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the School District to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the School District, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; and that the School District has established with the Paying Agent as Sinking Fund Depositary a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable. This Bond is hereby declared to be a general obligation of the School District. The School District, in the Resolution authorizing the issuance of the series of Bonds of which this Bond is one, has covenanted with the holders from time to time, of the Bonds of said series that, to the fullest extent authorized by law, the School District will include the amount of the debt service charges on the same for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt services, and will duly and punctually pay or cause to be paid the principal of every Bond, and the interest thereon and will duly and punctually pay or cause to be paid the maturity amount of every Bond, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

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### AUTHENTICATION CERTIFICATE

This Bond is one of the \_\_\_\_\_\_School District's General Obligation Bonds, Series \_\_\_\_\_\_described in the within mentioned Resolution. Printed on the reverse hereof is the complete text of the opinion of Fox Rothschild LLP, 10 Sentry Parkway, Suite 200, Blue Bell, Pennsylvania, Bond Counsel to the \_\_\_\_\_\_School District, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the Bonds.

Paying Agent

BY:\_\_\_\_\_

Authorized Signature

Date of Authentication:

### (FORM OF ASSIGNMENT)

### ASSIGNMENT

with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatsoever.

### (FORM OF ABBREVIATIONS)

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT		Custodian		
	(Cust)		(Minor)	
under Uniform Gifts to Minors Act				
	(State)			

Additional abbreviations may also be used though not in the above list.

# [STATEMENT OF INSURANCE]

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# PURCHASER'S PROPOSAL

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# BOENNING & SCATTERGOOD

### ESTABLISHED 1914

### \$10,000,000 Maximum Aggregate Principal Amount Spring- Ford Area School District (Montgomery and Chester County, Pennsylvania) General Obligation Bonds, Series of 2018

### BOND PURCHASE AGREEMENT

April 23, 2018

Spring- Ford Area School District 857 South Lewis Road Royersford, PA 19468

Ladies and Gentlemen:

Boenning & Scattergood Inc. (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement (the "The undersigned, Agreement") with Spring- Ford Area School District, Pennsylvania (the "School District" or the "Issuer"). The offer made hereby is subject to acceptance thereof by execution of this Agreement and its delivery to the Underwriter at or prior to 10:00 p.m., New York, New York Time, on the date hereof.

### Purchase and Sale of the Bonds

Conditioned upon market availability, usual and customary review and approvals by the Underwriter, customary bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 7 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agres to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's General Obligation Bonds (the "Bonds"), authorized for issuance in one or more series under a resolution adopted by the Issuer on this date (the "Bond Resolution") and more fully described herein and in any addendum hereto. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for their own account, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, the maximum interest rate per annum and the maximum debt service are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Resolution and any related Agreements authorized thereunder ("Bond Agreement"). U.S. Bank National Association, Philadelphia, Pennsylvania (the "Paying Agent") shall serve as paying agent, sinking fund depositary and registrar for the Bonds.

The purchase price for any series of Bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in written addendums to this Agreement (collectively, the "Addendum") executed by both parties at least 15 days prior to the date of the Closing (as hereinafter defined), and shall not be less than 95.0% nor more than 130.0% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer (which includes the Underwriter's discount and any original issue discount or premium), plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The final interest rates, initial offering prices and yields, credit provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any Bond Agreement authorized thereunder, also shall be set forth in the Addendum in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth in the Addendum, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

If and when market conditions permit the Underwriter to sell a series of Bonds and meet the Savings Condition and other parameters set forth in the Bond Resolution, Underwriter shall submit the Addendum to the School District for such series of Bonds, setting forth the actual terms of such series of Bonds, and upon a determination by the Director of Business and Support Services, in conjunction with the School District's Bond Counsel, that the Addendum meets all of the parameters set forth in the Bond Resolution, the President or Vice President of the Board of School Directors is hereby authorized and directed to execute the Addendum in accordance therewith, such signature being deemed as conclusive evidence of the School District's acceptance of such Addendum.

The purchase price for any series of Bonds shall be the par amount of the Bonds, less underwriter's discount (not to exceed 0.800% of the aggregate principal amount of the Bonds) less original issue discount, if any, plus original issue premium, if any. The purchase price for the Bonds shall not be less than 90.0% and not more than 125.0% of the aggregate principal amount of the Bonds. The final interest rates, initial offering prices and yields, redemption provisions (optional and mandatory), sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Ordinance, also shall be as set forth in an addendum to this Agreement, to be executed by both parties at least ten (10) days prior to the date of Closing (hereinafter defined) of the Bonds (the "Addendum"). The maximum principal amounts and interest rates shall be within the parameters set forth on Exhibit A. The Bonds may be issued and delivered by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth in the Addendum. In addition to the rights granted to the Underwriter in Section 7 of this Agreement, and without limitation thereof, the Underwriter shall have no obligation to purchase the Bonds if, in its sole judgment, it determines that it cannot market such Bonds at interest rates not exceeding the maximum interest rates per annum set forth in Exhibit A attached hereto.

### Establishment of Issue Price

(a) The Underwriter agrees to assist the School District in establishing the issue price of the Bonds and shall execute and deliver to the School District at the date of Closing ("Closing Date") an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The School District will treat the first price at which 10% of each maturity of the Bonds is sold to the public as the issue price of that maturity (the "actual sales test"). If different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the actual sales test.

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the

corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the actual sale test has not been satisfied and for which the School District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the School District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering- price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any agreement among Underwriter, any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the actual sales test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriter and the relating pricing wires; (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The School District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with such other Underwriter's agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (1) "public" means any person other than an underwriter or a related party,
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Agreement by all parties.

1. The Preliminary Official Statement as amended to delete the preliminary language, to insert the final terms and provisions of the Bonds, and with such additional changes as may be approved by the School District and the Underwriter, is hereinafter referred to as the "Official Statement." The Bonds have been authorized and are being issued pursuant to the laws of the Commonwealth of Pennsylvania and pursuant to Ordinance (the "Ordinance") duly enacted on April 23, 2018 by the School District Board of School Directors, the duly authorized governing body of the School District.

2. It is a condition of the School District's obligation to sell and deliver the Bonds to the Underwriter, and of the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the School District and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make an initial public offering of all of the Bonds at a price or prices not in excess of the public offering price or prices set forth on the inside front cover page of the Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering price or prices stated on the inside front cover page of the Official Statement.

The School District has approved or ratified the production and distribution of the 3 Preliminary Official Statement by the Underwriter on or prior to the date of this Agreement in connection with the public offering and sale of the Bonds. As of its date, the Preliminary Official Statement was "deemed final" by the School District for purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). The School District has authorized the distribution of the Official Statement by the Underwriter in connection with the public offering and the sale of the Bonds. In addition, the School District hereby approves and authorizes the Underwriter to coordinate the printing of the Official Statement by Boenning & Scattergood Inc. The School District agrees to provide to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter reasonably requests as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board ("the MSRB"). The School District agrees to deliver such Official Statement within seven business days after the execution hereof and, in any event, in sufficient time to accompany any confirmation that requests payment from any customer. As soon as practical after the receipt thereof, the Underwriter will deliver the Official Statement, and any supplement or amendment thereto, to a nationally recognized municipal securities information repository. The Official Statement may be revised, amended, changed or supplemented after the execution of this Agreement only with the permission of the Underwriter.

4. The School District will be entitled to treat as the "end of the underwriting period" for the Bonds under the Rule (the "End of the Underwriting Period"), the date of the closing unless otherwise notified in writing by the Underwriter.

5. The School District hereby represents, warrants, covenants and agrees as follows:

(a) The School District is a political subdivision of the Commonwealth of Pennsylvania and has full legal right, power and authority to (i) enact the Ordinance, (ii) execute and deliver this Agreement, (iii) execute and deliver any other agreements, certificates and documents executed by the School District in connection with the issuance of the Bonds (collectively, the "Issuer Documents"), (iv) sell, issue and deliver the Bonds to the Underwriter as provided herein, and (v) carry out and consummate the transactions contemplated by this Agreement, the Issuer Documents, the Ordinance, the Preliminary Official Statement and the Official Statement; and the School District has complied, and at the Closing will be in compliance, in all respects with the Constitution and laws of the Commonwealth of Pennsylvania and with the obligations on its part in connection with the issuance of the Bonds contained in the Bonds, the Ordinance and this Agreement;

(b) By all necessary official actions, the School District has duly enacted the Ordinance, has duly authorized and approved the issuance of the Bonds and the execution and delivery of this Agreement, the Issuer Documents, the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution, delivery and performance of its obligations as such obligations are referenced in the Bonds, the Ordinance, the Issuer Documents and this Agreement, and the consummation by it of all other transactions contemplated in connection with the issuance of the Bonds;

(c) This Agreement and the Issuer Documents constitute valid, binding and enforceable obligations of the School District, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;

(d) The Bonds, when issued and delivered to the Underwriter in accordance with the Ordinance and this Agreement, will constitute valid, binding and enforceable obligations of the School District, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;

(e) The Ordinance has been duly enacted by the Board of School Directors and has not been amended, modified or repealed since the date of its adoption and is in full force and effect;

(f) The School District is not in material breach of or material default under any applicable constitutional provision, law, or administrative regulation of the Commonwealth of Pennsylvania or the United States or any applicable judgment or decree, or any material loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the execution and delivery of the Bonds, the Issuer Documents and this Agreement and the adoption of the Ordinance, and compliance with the provisions contained therein and herein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree or any material loan agreement, indenture, bond, note, ordinance, agreement, or other instrument to which it is a party or any of its property or assets is otherwise subject;

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter have been duly obtained, or will by the closing be obtained, which are required for the due authorization by or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School District of its obligations in connection with the issuance of the Bonds and under this Agreement, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officials of the School District executing this Agreement, threatened against the School District(i) to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way to contest or affecting any authority for the issuance of the Bonds or the validity, due authorization, execution or delivery of the Bonds, the Ordinance, the Issuer Documents or this Agreement, (iii) in any way to contest the existence or powers of the School District, (iv) to restrain or enjoin the levy or collection by the School District of taxes necessary to pay the Bonds when due, (v) to which if determined adversely to the School District; or (vi) to assert that the Official Statement contains any untrue

statement of a material fact or omits any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(i) Since December 31, 2017, no material and adverse change has occurred in the financial position or results of operations of the School District, except as set forth in the Official Statement; and the School District has not, since December 31, 2017, incurred any material liabilities other than in the ordinary course of business or as set forth in the Official Statement;

(j) The School District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the School District will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) The information (other than information set forth under the captions "RATING", "BOOK-ENTRY ONLY SYSTEM" and "UNDERWRITING" as to which no view is or need be expressed) contained in (i) the Preliminary Official Statement was (except as modified by the Official Statement), and (ii) the Official Statement in the form delivered to the Underwriter is, and will be as of their respective dates and the date of Closing (unless an event occurs of the nature described in paragraph (I) of this Section), true, correct and complete in all material respects and does not, and will not, as of their respective dates and at all times subsequent thereto up to and including a date 25 days following the End of the Underwriting Period, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading If between the date of this Agreement and a date 25 days following the End of the Underwriting Period (i) an event occurs or any pre-existing fact or condition becomes known which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School District will promptly notify the Underwriter and (ii) if in the opinion of the Underwriter, such event, fact or condition requires the preparation and publication of an amendment or supplement to the Official Statement, the School District will amend or supplement the Official Statement at its own expense such that the Official Statement, as so supplemented or amended, will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or which should be included therein for the purpose for which the Official Statement is used, or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in a form and manner approved by the Underwriter which approval will not be unreasonably withheld;

(I) Any certificate signed by an authorized officer of the School District and delivered to the Underwriter will be deemed a representation, warranty, covenant and agreement by the School District to the Underwriter as to the statements made therein.

6. To permit the Underwriter to comply with the Rule, the School District hereby represents, warrants, covenants and agrees as follows:

(a) Beginning with the fiscal year ended December 31, 2018, the School District agrees to provide or cause to be provided annual financial information delivered not later than September 1<sup>st</sup> of each year to the MSRB with the MSRB's Electronic Municipal Market Access ("EMMA") system. Annual financial information, as used in the previous sentence, means the financial information and operating data with respect to the School District of the type set forth in the Official Statement as described under the caption "CONTINUING DISCLOSURE

UNDERTAKING" and in Appendix D thereto. The School District also shall provide notice of certain material events as described in the Official Statement under the caption "CONTINUING DISCLOSURE UNDERTAKING" and in Appendix D thereto.

7. The Underwriter will have the right to cancel its obligation to purchase the Bonds if between the date hereof and the date of Closing, (i) legislation has been enacted or a decision by a federal court of the United States or the United States Tax Court has been rendered, or a ruling. regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency has been made or proposed to be made with respect to federal taxation on revenues or other income to be derived from the operation of the School District, or on interest on the Bonds, or other action or events have occurred which have the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, including the tax-exempt status of the School District under the Code, any of which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the 2018 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the 2018 Bonds, or (ii) legislation has been enacted, or actively considered for enactment with an effective date being prior to the date of the issuance of the Bonds, or a decision by a court of the United States has been rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter has been made, the effect of which is that the Bonds are not exempt from the registration or other requirements of the Securities Act of 1933, as amended and as then in effect, or that the Ordinance is not exempt from the qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or (iii) a stop order, ruling or regulation by the Securities and Exchange Commission has been issued or made, the effect of which is that the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement is or would be in violation of any provision of the Securities Act of 1933, as amended and as

then in effect, or of the Securities Exchange Act of 1934, as amended and as then in effect, or of the Trust Indenture Act of 1939, as amended and as then in effect; or (iv) there exists any event which in the reasonable judgment of the Underwriter either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the School District refuses to permit the Official Statement to be supplemented to correct or supply such statement or information, or the statement or information as supplemented is such as in the reasonable judgment of the Underwriter would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds, or (v) there has occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds, or the sale, at the contemplated offering prices, by the Underwriter of the Bonds, or (vi) there is in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds, or (vii) a general banking moratorium has been declared by Federal, Pennsylvania or New York authorities, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds, or (viii) there has occurred since December 31, 2015, any material adverse change in the affairs of the School District from that reflected in the financial information and data of the School District included in or as an appendix to the Official Statement, other than as previously disclosed to the Underwriter.

8. The Underwriter has entered into this Agreement in reliance on the representations, warranties, covenants and agreements of the School District contained herein, and in reliance on the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and on the performance by the School District of its obligations hereunder, both as of April 23, 2018 and the date of Closing. Accordingly, the Underwriter' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds are conditioned on the performance by the School District of its obligations to be performed hereunder and the delivery of such documents and instruments enumerated herein in form and substance reasonably satisfactory to the Underwriter, at or before the Closing, and are also subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the School District contained herein are true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Ordinance is in full force and effect in accordance with its terms and has not been amended, modified or supplemented, except in any such case as may have been agreed to by the Underwriter, and the Official Statement has not been supplemented or amended, except in any such case as may have been agreed to by the Underwriter;

(c) At the time of the Closing, all official action of the School District and the other parties thereto relating to this Agreement, the Issuer Documents, the Bonds, and the Ordinance are in full force and effect in accordance with their respective terms and have not have been amended, modified or supplemented in any material respect, except in each case as may have been agreed to by the Underwriter;

(d) At the time of the Closing the School District will perform or has performed all of its obligations required under or specified in this Agreement and in the Ordinance, or contemplated by the Ordinance or the Official Statement, to be performed prior to the Closing; and (e) At or before the Closing, the Underwriter will receive true and correct copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the School District.

(2) The Ordinance certified by an authorized officer of the School District under seal as having been duly enacted by the School District Board of School Directors and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriter;

(3) Counterparts of each of the fully executed Issuer Documents;

(4) The unqualified approving opinion of Fox Rothschild LLP, Blue Bell, Pennsylvania ("Bond Counsel"), in form and substance satisfactory to the Underwriter;

(5) The opinion of Fox Rothschild LLP, Blue Bell, Pennsylvania, Solicitor to the School District, dated the date of Closing, addressed to the School District and to the Underwriter, to the effect that:

(i) The School District is duly organized and existing under the laws of the Commonwealth of Pennsylvania and has the power and authority to undertake the financing described above.

(ii) The meeting of the School District Board of School Directors held on April 23, 2018 was duly and properly called and held in accordance with laws of the Commonwealth of Pennsylvania.

(iii) The Ordinance considered by the Board of School Directors of the School District at its meeting on April 23, 2018, authorizing the issuance of the Bonds, was duly enacted in accordance with all requirements of law, rules of procedure and the Home Rule Charter of the School District at a public meeting of the Council of the School District duly called and held on April 23, 2018, at which meeting a quorum was present and acting throughout, and said Ordinance has not been amended, modified or repealed since the date of its enactment and is in full force and effect on the date hereof.

(iv) The officers of the School District who have executed documents or taken other action in connection with the issuance of the Bonds were and are duly elected or appointed, qualified and acting as such officers.

(v) No litigation or other proceedings are pending or, to my knowledge, threatened in any court or other tribunal of competent jurisdiction, state or federal, (a) to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, (b) in any way contesting the power or the authority of the School District for the issuance or delivery or the validity of the Bonds, (c) in any way contesting the existence or powers of the School District relating to the issuance of the Bonds, or (d) wherein an adverse decision as to the School District would affect the School District's ability to timely pay debt service on the Bonds.

(vi) The Official Statement, dated the date hereof, relating to the Bonds (the "Official Statement") has been duly authorized, approved, signed and delivered by the School District. In the course of my participation in the financing, nothing has come to my attention which would lead me to believe that the Official Statement (exclusive of any information related to Depository Trust Company, [Assured Guaranty Municipal Corp.], the tax status of interest on the Bonds, all financial, statistical and tabular material and any projections included in the Official Statement, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein made, in light of the circumstances under which they are made, not misleading.

(6) A certificate of the School District, dated the date of Closing, to the effect that the representations, warranties, covenants and agreements of the School District herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, and that the School District has performed all obligations to be performed hereunder as of the date of Closing;

(7) A certificate of the School District, dated the date of Closing, to the effect that the Ordinance and any other Ordinance of the School District Board of School Directors relating to the issuance of the Bonds or authorizing, as applicable, the execution and delivery of the Official Statement, the Issuer Documents, this Agreement and the Bonds have not been modified, amended or repealed without the written consent of the Underwriter;

(8) A certificate of the School District, dated the date of Closing, approved by Bond Counsel, (i) setting forth the facts, estimates and circumstances in existence on the date of Closing which establishes that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any Regulations, Temporary Treasury Regulations and Proposed Treasury Regulations issued pursuant to the Code, and (ii) certifying that to the best of the knowledge and belief of the signing officer, there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(9) A Bond specimen;

(10) Evidence that Moody's Investors Service has issued a rating for the Bonds which is not lower than "\_\_\_\_\_",

(11) An executed copy of the Letter of Representations between the School District and The Depository Trust Company or a copy of the School District's Blanket Letter of Representations on file with The Depository Trust Company;

(12) A copy of the proceedings filed by the School District with the Pennsylvania Department of Community and Economic Development (the "Department") for the incurring of non-electoral debt under the Pennsylvania Local Government Unit Debt Act, together with the Department's Certificate of Approval for the incurring of such debt;

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the School District's representations, warranties, covenants and agreements contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the School District on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement will be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

9. If the School District is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept the delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds is terminated for any reason permitted by this Agreement, this Agreement will terminate and neither the Underwriter nor the School District will be under any further obligation hereunder, except that the obligation of the School District to pay expenses, as set forth in Section 10 hereof, will continue in full force and effect. If the Underwriter cancels its obligations to purchase the Bonds pursuant to Section 7 hereunder, the Underwriter will pay all expenses incurred by the Underwriter and the School District as of the date of such cancellation, including, but not limited to, the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement.

10. The School District will pay all costs of issuance of the Bonds including, but not limited to (i) the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement, together with the number of copies the Underwriter deems reasonable; (ii) the cost of preparation and printing of the Bonds; (iii) the reasonable fees and disbursements of Bond Counsel; (iv) the reasonable fees and disbursements of any accountants, consultants, financial advisors or additional legal counsel retained in connection with the issuance of the Bonds; (v) fees for Bond ratings; (vi) the fees for bond insurance; (vii) the initial fees and disbursements of the registrar and paying agent for the Bonds; (viii) all advertising expenses in connection with the public offering of the bonds; (ix) the costs of filing fees required by any of the Blue Sky laws; (x) CUSIP Service Bureau charges; and (xi) all out-of-pocket costs associated with the issuance of the Bonds.

11. Any notice or other communication to be given to the School District under this Agreement may be given by delivering the same in writing to the address shown on the first page of this Agreement and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Boenning & Scattergood Inc., 200 Barr Harbor Drive, Suite 300, West Conshohocken, PA 19428, Attention: Edward R. Murray.

12.(a) The School District, to the extent permitted by applicable law, agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the School District will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the School District by or on behalf of Underwriter specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the School District may otherwise have.

(b) Underwriter agree to indemnify and hold harmless the School District, each of its officials, directors, officers, agents and employees, and each person who controls the School District within the meaning of

either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the School District to the Underwriter, but only with reference to written information furnished to the School District by or on behalf of the Underwriter specifically for inclusion in the Preliminary Official Statement or the Official Statement (or in any amendment or supplement thereto). This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 12 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 12, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided in paragraph (a) or (b) of this Section 12 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the School District and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the School District and the Underwriter may be subject. The School District and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the School District on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the School District shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth in the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the School District on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The School District and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person

who was not guilty of such fraudulent misrepresentation. For purposes of this Section 12, each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the School District within the meaning of either the Securities Act or the Exchange Act and each official, director, officer, agent and employee of the School District shall have the same rights to contribution as the School District shall have the same rights to contribution as the School District shall have the same rights to contribution as the School District, subject in each case to the applicable terms and conditions of this paragraph (d).

13. This Agreement is made solely for the benefit of the School District and the Underwriter and no other person will acquire or have any right hereunder or by virtue hereof. All of the School District's representations, warranties, covenants and agreements contained in this Agreement will remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Bonds pursuant to this Agreement.

14. This Agreement will become effective upon its acceptance by the School District, as evidenced by the execution hereof by the appropriate officials of the School District, and will be valid and enforceable at the time of such acceptance.

15. The Issuer may approve this Agreement by executing a counterpart of this Agreement and returning it to the Underwriter. This Agreement shall become a binding agreement between the Issuer and the Underwriter when a counterpart of this Agreement shall have been executed by or on behalf of each of the parties hereto.

### **BOENNING & SCATTERGOOD INC.**

By: \_

Edward R. Murray Managing Director

ACCEPTED:\_\_\_\_\_, 2018

### SPRING-FORD AREA SCHOOL DISTRICT

By:<u>/s/\_\_\_\_\_</u>

### EXHIBIT A

### \$10,000,000 SPRING-FORD AREA SCHOOL DISTRICT General Obligation Bonds, Series of 2018

### MAXIMUM BOND MATURITIES AMOUNTS AND NOT TO EXCEED INTEREST RATES

Date	Principal	Coupon	Interest	Total P+I
03/01/2019	10,000.00	6.000%	450,000.00	460,000.00
03/01/2020	10,000.00	6.000%	599,400.00	609,400.00
03/01/2021	10,000.00	6.000%	598,800.00	608,800.00
03/01/2022	10,000.00	6.000%	598,200.00	608,200.00
03/01/2023	10,000.00	6.000%	597,600.00	607,600.00
03/01/2024	1,065,000.00	6.000%	597,000.00	1,662,000.00
03/01/2025	1,065,000.00	6.000%	533,100.00	1,598,100.00
03/01/2026	1,010,000.00	6.000%	469,200.00	1,479,200.00
03/01/2027	1,015,000.00	6.000%	408,600.00	1,423,600.00
03/01/2028	1,000,000.00	6.000%	347,700.00	1,347,700.00
03/01/2029	1,190,000.00	6.000%	287,700.00	1,477,700.00
03/01/2030	1,190,000.00	6.000%	216,300.00	1,406,300.00
03/01/2031	805,000.00	6.000%	144,900.00	949,900.00
03/01/2032	805,000.00	6.000%	96,600.00	901,600.00
03/01/2033	805,000.00	6.000%	48,300.00	853,300.00
Total	\$10,000,000.00	-	\$5,993,400.00	\$15,993,400.00

### EXHIBIT B

\$\_\_\_\_\_

**SPRING- FORD AREASCHOOL DISTRICT** General Obligation Bonds, Series of 2018

Issue Price Certificate

### SPRING- FORD AREA SCHOOL DISTRICT

General Obligation Bonds, Series of 2018 Issue Price Certifiicate Chart (if Needed)

[Note: Shaded Maturity is the Hold-the-Offering-Price Maturity]

### **CERTIFICATE**

I, the undersigned, Secretary of the Board of School Directors of the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the "<u>School District</u>"), certify that: the foregoing is a true and correct copy of a Resolution that was duly adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on the April 23, 2018, said Resolution has been duly recorded in the minute book of the Board of School Directors of the Board of School Directors of the School

I further certify that the Board of School Directors of the School District met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, by advertising the time and place of said meeting and by posting prominently a notice of said meeting at the public building in which said meeting was held.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

<u>Name</u>

Vote

Dr. Edward Dressler Bernard F. Pettit Linda C. Fazzini Dawn R. Heine Colleen Zasowski Clinton Jackson Christina F. Melton Mark P. Dehnert Thomas J. DiBello

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District this

day of

, 2018.

### SPRING-FORD AREA SCHOOL DISTRICT

(SEAL)

BY: \_\_\_\_

Diane Fern Secretary of the Board of School Directors

# SPRING-FORD AREA SCHOOL DISTRICT

SECTION: PUPILS

TITLE: BULLYING AND CYBER BULLYING

ADOPTED: May 27, 2008

REVISED: January 28, 2015

# **REVIEWED: March 12, 2018**

	249. BULLYING AND CYBER BULLYING
1. Purpose	The Spring-Ford Area School District is committed to providing all students and employees with a safe and civil educational environment, free from harassment or bullying. Spring-Ford Area School District recognizes that bullying interferes with the learning process, and may present an obstacle to the academic, vocational, and social/emotional development of students.
2. Authority SC 1303.1-A Pol. 218, 220, 248	All forms of bullying and cyber bullying by school district students are prohibited. Anyone who engages in bullying or cyber bullying in violation of this policy shall be subject to appropriate discipline.
3. Definitions	<b>Bullying</b> shall mean a pattern of repeated intentional harmful behavior by a person or a group of persons that involves an imbalance of power (physical or social) toward a less powerful person or persons. This may include a wide variety of behaviors, with deliberate intent to hurt, embarrass, exclude or humiliate the other person(s). Researchers have identified three (3) forms of bullying:
	1. <b>Physical</b> – the most commonly known form; includes hitting, kicking, spitting, pushing and taking personal belongings.
	2. <b>Verbal</b> – includes taunting, malicious teasing, name-calling, and making threats.
	3. <b>Psychological or Relational</b> – involves spreading rumors, manipulating social relationships, and engaging in social exclusion or intimidation.
	<b>Cyber bullying</b> shall mean all forms of verbal and psychological bullying that occur using technology or on the Internet through e-mail, instant messaging, text messages, on-line gaming, social media (ex. Twitter, Facebook) or personal profile web sites. Cyber bullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another student, teacher or employee of the district by sending or posting inappropriate or derogatory e-mail messages, instant messages, text messages, digital pictures or images, or web site postings (including blogs). Cyberbulling can include the

	creation of false or misrepresentative webpages, website postings and/or social media accounts by students or staff members about other students or staff members. All forms of cyber bullying are unacceptable and, to the extent that such actions are disruptive of the educational process of the district, offenders shall be the subject of appropriate discipline.
4. Delegation of Responsibility	Each staff member shall be responsible to make their best efforts to maintain an educational environment free of bullying and cyber bullying.
	Each student shall be responsible to respect the rights of his/her fellow students and all school district employees, school board members and the community at large and to ensure an atmosphere free from all forms of bullying and cyber bullying.
	Students shall be encouraged to report bullying or cyber bullying complaints to school district employees and their parents/guardians. Parents/Guardians are encouraged to report suspected bullying to <b>a</b> building <b>administrator</b> .
	All employees who receive a complaint alleging bullying or cyber bullying shall investigate to determine if bullying or cyber bullying is indicated. If the employee suspects that bullying or cyber bullying has occurred, a referral must be submitted to <b>a</b> building <b>administrator.</b> Employees who witness acts of bullying shall respond appropriately to ensure observed acts of bullying cease and to teach students that bullying is not acceptable behavior.
	A building <b>administrator</b> or his/her designee will inform parents/guardians as appropriate.
5. Guidelines Pol. 218, 233	Students who are found to have bullied others may receive counseling, a parental conference, detention, suspension, expulsion, loss of school privileges, and/or exclusion from school-sponsored activities.
	Depending upon the severity of a particular situation, <b>a</b> building <b>administrator</b> may also take appropriate steps to further ensure student safety. Such steps may include the implementation of a safety plan; separating and supervising the students involved; providing employee support for students as needed; and reporting incidents to law enforcement, if appropriate.

# 249. BULLYING AND CYBER BULLYING - Pg. 3

References:
School Code – 24 P.S. Sec. 1302-A, 1303.1-A
State Board of Education Regulations – 22 PA Code Sec. 12.3
Board Policy – 218, 220, 233, 248

# SPRING-FORD AREA SCHOOL DISTRICT

SECTION: COMMUNITY

TITLE: PUBLIC PARTICIPATION IN BOARD MEETINGS

ADOPTED: March 25, 1991

REVISED: June 27, 2016

# **REVIEWED:** April 11, 2018

	903. PUBLIC PARTICIPATION IN BOARD MEETINGS
<ol> <li>Purpose</li> <li>65 P.S.</li> <li>271 et seq</li> </ol>	The Board recognizes the value to school governance of public comment on educational issues and the importance of involving members of the community in Board meetings. The Board also recognizes its responsibility for proper governance of the district and the need to conduct its business in an orderly and efficient manner.
2. Authority	The Spring-Ford Area Board of Education believes the community has the right to bring before the Board issues and concerns they may have about items on the agenda, or about things in general which affect the District or their children.
	Because of this belief and philosophy, the Board will <b>schedule a time</b> , at the beginning and conclusion of every meeting, to have an opportunity <b>for community members</b> to share their concerns with the Board.
	At the beginning of each Board meeting, the community will have an opportunity to <b>share concerns and comment</b> about items on the agenda. <b>Each community member will have up to three (3) minutes in which to address the board.</b> The Board will do all it possibly can to assure each member of the community an opportunity to speak on issues. However <b>if a large group of people wish to discuss a specific topic,</b> the Board reserves for itself, the right to limit participation and time allocated to this part of the agenda. Once the public comment on agenda items is complete, only Board members will have an opportunity to speak on issues on the agenda. However, the chair may, at its discretion, permit discussion on selected items as the need arises.
	The Board requires that public participants be:
	• A resident or taxpayer of this District;
	• A resident of the District who is also an employee of the District must only speak at the Board meeting involving matters of public concern. Employment based matters and/or matters involving operational concerns of the District should be addressed with an immediate supervisor.

	• Anyone representing a group in the community or School District;
	• Representation of a firm eligible to bid on materials and/or services solicited by the Board, or
	• District student.
	Prior to adjournment, there will be an additional opportunity for the community to comment publicly. Again, each community member will have up to three (3) minutes in which to address the Board. Community members who spoke at the beginning of the meeting must yield the microphone to community members who have not spoken at the meeting before speaking for a second time in the meeting. No community member is allowed to exceed six (6) total minutes of public comment at any one meeting.
PA Statute 65 P.S. 271 et seq	
Board Policy No. 006	

# SPRING-FORD AREA SCHOOL DISTRICT

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SECTION: COMMUNITY

TITLE: ANONYMOUS COMMUNICATIONS

ADOPTED: May 20, 2002

**REVISED**:

REVIEWED: April 11, 2018

	906.1. ANONYMOUS COMMUNICATIONS
1. Purpose 65 P.S. 271 et seq	The Board recognizes the value to school governance of public comment on educational issues and the importance of involving members of the public in Board meetings.
2. Authority	The Spring-Ford Area Board of Education believes the public has the right to bring before the Board issues and concerns they may have about items on the agenda or about things in general which affect the District or their children.
	District employees and Board members receive many telephone calls, <b>texts</b> , e-mails, <b>social media connections or comments</b> and letters each day. On occasion, the caller or the author of the <b>text</b> , e-mail, post or comment and/or letter is anonymous. This type of communication is difficult, at best, for the District administrative staff to address. Accordingly, anonymous communications received by District employees and/or School Board members may be discarded and not acted upon unless it contains an immediate concern for <b>student</b> , <b>staff and/or community safety and well-being. Any student</b> , <b>staff and/or community safety and well-being concern will be addressed and may be forwarded to the appropriate authorities.</b>
	In addition, anonymous on-line complaints, posts, comments and/or feedback on social media websites or applications may also be disregarded and not acted upon unless it contains an immediate concern for student, staff and/or community safety and well-being. Any member of the public who wishes to use social media to provide comments on educational issues or other concerns are encouraged to do so on the District's social media website or application.
3. Definition	For the purposes of this policy, the term <b>Anonymous Communication</b> shall mean any communication, regardless of the manner or medium by which it is transmitted (examples: telephone call, letter, e-mail, <b>social media post/comment</b> etc.), which does not identify the person or entity making the communication, or which appears to identify the person or entity making the communication but that person or entity cannot be independently verified to be a resident or taxpayer of the Spring-Ford Area School District.

ATTACHMENT A7



# SPRING-FORD AREA SCHOOL DISTRICT

**OFFICE OF THE SUPERINTENDENT** 

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

#### ADMINISTRATION

Dr. David R. Goodin Superintendent

Dr. Allyn J. Roche Assistant Superintendent

#### BOARD OF DIRECTORS

Thomas J. DiBello Board President

Dawn R. Heine Board Vice President

Mark P. Dehnert Region III

Dr. Edward T. Dressler, Jr. Region I

Linda C. Fazzini Region I

Clinton L. Jackson Region II

Christina F. Melton Region III

Bernard F. Pettit Region I

Colleen Zasowski Region II

### **RESOLUTION 2018-13**

### TO AMEND THE ARTICLES OF AGREEMENT FOR CONTINUATION AND OPERATION OF THE WESTERN MONTGOMERY CAREER AND TECHNOLOGY CENTER

This resolution made and entered into this 23<sup>rd</sup> day of April, 2018, by the **SPRING-FORD AREA SCHOOL DISTRICT**, (hereinafter "PARTICIPATING SCHOOL DISTRICT"). In consideration of the mutual promises and covenants herein contained the parties hereto intending to be legally bound, hereby agree as follows:

WITNESSETH:

WHEREAS, the UPPER PERKIOMEN SCHOOL DISTRICT, SPRING-FORD AREA SCHOOL DISTRICT, and POTTSGROVE SCHOOL DISTRICT (hereinafter "PARTICIPATING SCHOOL DISTRICTS") constitute the Western Montgomery Career and Technology Center, f/k/a Western Montgomery County Area Vocational Technical School, a/k/a the Western Center for Technical Studies (hereinafter "CENTER FOR TECHNICAL STUDIES"); and

WHEREAS, the PARTICIPATING SCHOOL DISTRICT constitutes one of the School Districts of the CENTER FOR TECHNICAL STUDIES as constituted by the Articles of Agreement for Continuation and Operation of the Western Montgomery County Area Vocational Technical School (hereinafter "BY-LAWS") dated July 1, A.D. 1975, as last amended; and

**WHEREAS**, Paragraph 16 of the BY-LAWS as amended April 26, 2005 provides that the Superintendent of the CENTER FOR TECHNICAL STUDIES shall be designated by the PARTICIPATING SCHOOL DISTRICTS at its meeting in June pursuant to the follow terms and conditions:

# 16. <u>APPOINTMENT OF SUPERINTENDENT</u>

The Joint Committee, at or prior to its June meeting, shall, as necessary, designate a Superintendent of the School, for a term of two years beginning July 1 and ending June 30, from among the chief school administrators of the PARTICIPATING SCHOOL DISTRICTS. The Chairperson, however, shall not be elected from the same PARTICIPATING SCHOOL DISTRICT in which the Superintendent serves. WHEREAS, said PARTICIPATING SCHOOL DISTRICT wishes to amend Paragraph 16 of the BY-LAWS dated as amended April 26, 2005; and

**WHEREAS**, Paragraph 18 of the BY-LAWS provides that amendment and discontinuance of sections of the BY-LAWS shall be on the following basis:

This agreement may be amended or discontinued with the consent of each PARTICIPATING SCHOOL DISTRICT decided upon at a convention held for this purpose, provided, however, that notice of the date, time, place and of the purpose of the convention shall have been given in writing by the Secretary of the Joint Committee to the Secretary of each PARTICIPATING SCHOOL DISTRICT at least sixty (60) days prior to said date.

WHEREAS, said PARTICIPATING SCHOOL DISTRICT wishes to waive Paragraph 18 of the BY-LAWS; and

**WHEREAS**, instead, this Resolution shall in lieu of sixty (60) days notice to each and every PARTICIPATING SCHOOL DISTRICT Board of School Directors voting to amend the BY-LAWS.

**NOW THEREFORE**, be it resolved the PARTICIPATING SCHOOL DISTRICT herewith determines as follows:

### 1. **WAIVER**:

The PARTICIPATING SCHOOL DISTRICT waives the requirement of Paragraph 18 to hold a convention to amend the BY-LAWS and instead agrees that this Resolution to Amend shall be in lieu of the sixty (60) day notice prior to each and every PARTICIPATING SCHOOL DISTRICT'S Board of School Directors voting by a majority to amend the BY-LAWS. This Resolution to Amend will become effective when passed by the other PARTICIPATING SCHOOL DISTRICTS of the CENTER FOR TECHNICAL STUDIES.

### 2. **AMENDMENT**:

Paragraph 16 shall be amended to read:

# 16. <u>APPOINTMENT OF SUPERINTENDENT</u>

The Joint Committee, at or prior to its January meeting, shall, as necessary, designate a Superintendent of the School, for a term of two years beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>, from among the chief school administrators of the PARTICIPATING SCHOOL DISTRICTS. The Chairperson, however, shall not be elected from the same PARTICIPATING SCHOOL DISTRICT in which the Superintendent serves. Any Superintendent at the time of this amendment currently participating shall have/her term extended until the following January 1<sup>st</sup>.

#### 3. **RESOLUTION TO AMEND:**

The BY-LAWS are hereby ratified and reconfirmed, except as inconsistent herewith.

IN WITNESS WHEREOF, the PARTICIPATING SCHOOL DISTRICT has caused this Resolution to Amend to be executed by its President and attested by the Secretary and its seal affixed hereto, as of the day and year first herein above written, and intends that it be incorporated into and be a material part of the foregoing BY-LAWS.

# AGREED TO AND ACCEPTED:

# SPRING-FORD AREA SCHOOL DISTRICT

BY:\_\_\_\_\_ President

ATTEST:\_\_\_\_\_\_\_Secretary