

On March 8, 2021, the Work Session of the Board of School Directors of the Spring-Ford Area School District was called to order at 7:30 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I: Wendy Earle, Linda C. Fazzini and Dr. Margaret D. Wright
Region II: Clinton L. Jackson
Region III: Thomas J. DiBello, Christina F. Melton and Diane C. Sullivan
Presiding Officer: Colleen Zasowski
Acting Superintendent: Robert W. Rizzo
Chief Financial Officer: James D. Fink
Solicitor: Mark Fitzgerald, Esq.
Student Reps.: Eshika Seth and Allison McVey

The following Board Member participated via Zoom: **David R. Shafer**

ANNOUNCEMENTS

Mrs. Zasowski reminded everyone to wear their masks at all times and maintain social distance while in attendance at the meeting this evening. She advised on the process for making public comments both at the beginning of the meeting and at the end of the meeting. Mrs. Zasowski spoke about the board's professional development training that took place this past Saturday morning. She also congratulated and gave a shout out to Mr. Cifelli and all of the students who had a part in the Spring Musical for their stellar performances this past weekend.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

There were no comments from the public.

II. ACTION ITEMS

Mrs. Zasowski advised that the board will vote on the action items separately.

Mr. DiBello made a motion to approve Item A and Mrs. Fazzini seconded it. Mr. Jackson asked if the entire document was made available for the public to view and Mr. Rizzo confirmed that it was. The motion passed 9-0.

- A. The Board approved **Resolution #2021-02** authorizing the issuance of a General Obligation Note, Series of 2021 (the "Note"), for the purposes of financing the current refunding of all of the remaining outstanding General Obligation Bonds, Series of 2012 and Series of 2016 and the costs of issuance of the Bonds (collectively, the "Project").
(Attachment A1)

Dr. Wright made a motion to approve Item B and Mrs. Earle seconded it. The motion passed 9-0.

- B. The Board gave approval for all 2020-2021 Winter and Spring Athletic Teams/Individuals that qualify for post season play to be granted permission for overnight travel, when deemed necessary by the Athletic Department, and approved by the Superintendent or their Designee. Designee. The School Board will be notified of this travel and Board approval will be sought at the next scheduled Board Meeting. Funding will be paid from the Athletic Budget.

III. PRESENTATIONS

Dr. Kollar announced that 4 semi-finalists have been now named as finalists. Dr. Kollar introduced the students and Dr. Colyer presented them with a certificate in honor of their achievement. Dr. Kollar spoke about the process involved for students to advance to being named as finalists.

- A. **Dr. Jeffrey Kollar**, 12th Grade House Principal, to recognize the following students on being named as “Finalists” in the 2021 National Merit Scholarship Program.

Gaurav Chawla
Anshika Gupta
Farnaz A. Khandaker
Jupjowt Singh

Dr. Colyer introduced the students chosen as Students of the Quarter. Eshika and Allison presented those students with framed certificates in honor of their achievement.

- B. **Dr. Robert Colyer**, Senior High School Principal, **Eshika Seth** and **Allison McVey**, Student Representatives to the School Board, to recognize the following students on being named the second quarter “Students of the Quarter”.

9th Grade – **Brooklyn Dahlquist**
10th Grade – **Matthew Cieszkowski**
11th Grade – **Kirsten Szoke**
12th Grade – **Sydney Hutchison**

IV. BOARD AND COMMITTEE REPORTS

Curriculum/Technology **Linda Fazzini** **1st Tues. 6:30 p.m.**

Mrs. Fazzini reported on the meeting that took place on March 2, 2021. The minutes from this meeting will be posted on the district-wide website once approved at the committee level.

Community Relations **Colleen Zasowski** **1st Tues. 7:30 p.m.**

Mrs. Zasowski reported on the meeting that took place on March 2, 2021. The minutes from this meeting will be posted on the district-wide website once approved at the committee level.

WMCTC **DiBello/Earle/Zasowski** **1st Mon. 7:00 p.m.**

Mr. DiBello reported that the Joint Operating Committee met on March 1, 2021 and advised that they discussed the budget process. He added that in closing out the budget from 2020-2021 it appears that each sending district will be getting back approximately \$100,000.00. He advised that the Western Center is not able to create a fund to be used for future projects there so the money will come back to the sending districts and then in the event there are future projects then the districts will have to help fund those projects going forward.

MCIU **Thomas J. DiBello** **4th Weds. 7:00 p.m.**

Mr. DiBello reported that the MCIU Board met last week and held an executive cabinet meeting in order to discuss the Act 93 Agreements as well as Support Staff Agreements and he stated that these discussions will be ongoing. He advised that the MCIU continues to host twice a week meetings that provide a forum for Montgomery County Superintendents to meet with Montgomery County Commissioner Dr. Arkoosh, representatives from the Montgomery County Department of Public Health and doctors from Children’s Hospital of Philadelphia to discuss the most important protocols of COVID-19 and the ongoing effort to plan together and support school districts in their reopening plans. Mr. DiBello reported that the MCIU Board approved the following budgets for 2021: the student services budget and fee schedule, the transportation budget and the facilities budget. He stated that the MCIU Headstart Program now has 4 programs in person: 2 at

The Early Learning Center, 1 at Ambler and 1 in Lansdale. Mr. DiBello added that the Human Resource Department reports that there were 10 new employees, 3 retirements, and 1 temporary professional staff member. He advised that the MCIU Board also approved several contracted service agreements to support the following initiatives: the Family Learning Conference, the Path to Graduation, the AAC Talks of 2021, the Pennsylvania Department of Education Annual Conference and various trainings and offerings provided by the offices of the MCIU.

PSBA Liaison

David Shafer

There was no report.

Acting Supt. Report

Robert Rizzo

Mr. Rizzo provided an update on the 2021-2022 school year planning which included the use of subcommittees to take part in the discussions on 21st Century learning, data collection and analysis, special education considerations, and virtual and cyber learning focus groups. He advised that the subcommittees would not be official committees but rather would be made up of stakeholders representing K-12, general and special education, nurses, school psychologists, instructional assistants, behavior specialists and administrators who would take part in the discussions. Mr. Rizzo next reported on the 4th quarter planning which he said would be staying the course that was shared in January. He advised parents that if changes needed to be made that would occur at the building level by contacting the main office. He also announced that elementary grade levels may be sending out building commitment surveys as any significant changes may result in some shifting at the elementary level. He stated that the district would like the elementary families to maintain their 4th quarter choice. He added that this is not as much as an issue at the 7-12 grade levels. Mr. Rizzo advised that he was happy to say that the administration is working with students to offer as many in-person experiences as possible but that obviously weather, rain dates and limited indoor capacity are factors to plan for. He spoke about graduation and that currently we are at 20% capacity outdoors. He added that the capacity on the field and in the stands are treated separately. He provided the Senior High Survey results and advised that the parent survey revealed 32 parent responses of which 17 indicated a desire for some type of formal event via a formal prom or formal attire being worn at the May 15th event. He further added that out of 679 student surveys sent out there were 306 responses with 124 not in favor of formal attire, 82 in favor of formal attire, 97 maybe in favor of formal attire and 3 no responses. Students when questioned on what they would like to do or see at the May 15th event expressed hang out with friends, have food trucks, be safe, live entertainment and some stated they would like to see a prom or just have the option to dress up. Mr. Rizzo provided an update on the Perkiomen Valley visit to Spring-Ford in order to view the measures we have in place that allow students to be able to attend school in-person. He thanked those administrators involved with the hosting the visitors. Mr. Rizzo gave a brief update on some of the district's hands-on learning courses which included lab sciences, arts, family consumer science, STEM/STEAM type courses including Technology and Engineering Education, Materials Manufacturing and Technology Systems, Project Lead the Way, Broadcasting, and Innovation/Studio/Media/ Communications, all of which have been altered to help support the virtual experience.

Mr. Jackson asked if SFEA and the Technology Department were involved with the school year planning meetings and Mr. Rizzo confirmed that they were.

Mr. Rizzo congratulated Bobby Swier and the students that attended the Pennsylvania DECA State Career Development Conference last month. He congratulated the following students: Branden Krajcinvic, Jacqueline Van Hulst, Akshay Pai, Shlok Shah and announced that Spring-Ford had 7 place winners, 2 national qualifiers, 2 scholarship winners and 6 high honor winners.

Dr. Wright requested that when Mr. Rizzo is looking at the subcommittees for next year's planning that he please take into consideration mental health issues, Social Emotional Learning (SEL) and incorporate this as part of the process. He confirmed that this would take place.

Mr. DiBello asked if student learning loss was something that was able to be gauged and Mr. Rizzo replied that this is discussed regularly at the superintendent meetings he attends as well as in his regular meetings here at Spring-Ford. He added that there are local assessments that are done and these are used to collect data, compare the information with prior years and gauge what the learning loss there may be. Mr. DiBello spoke about graduation and changes at the state level with regards to occupancy capacity. Mr. Rizzo explained that back in September we had worked in conjunction with Montgomery County to determine the stadium occupancy capacity which at that time was 918 which was 20% of our stand seating capacity. Mr. Rizzo advised that if nothing changes, that number will still be in effect but added to that number will be the square footage of the field that is within the fence which will allow 400 or so additional seats. He provided the example of graduation where students are seated on the field therefore the stadium occupancy capacity will then allow the 918 seats in the stands and an additional 400 on the field for a total seating capacity around 1300. Mr. Rizzo said that this along with the work being done by Mr. Hunter and his crew will help to increase our capacity even more.

Mr. DiBello spoke about the Perkiomen Valley visit to the district which he advised he was able to attend and he stated that the impression was that the representatives from Perkiomen Valley were completely blown away and impressed by the efforts of Spring-Ford to get students back into school.

Nurse's Report Trisha Smith

Mrs. Smith reported that since the last board meeting the nurses and COVID Liaisons have processed 31 positive COVID cases for students and staff. She added that 19 of those cases were potentially infectious at school which resulted in 80 students and staff who were quarantined as close contacts.

Mrs. Zasowski asked if there was any discussion regarding lessening the restrictions at this time and Mrs. Smith replied that they have not heard anything yet and at this point and time we are still required to quarantine close contacts just like we were before. Mrs. Zasowski asked if the 31 positive cases was an increase, decrease or holding steady as far as district number go and Mrs. Smith replied that the numbers were about the same but that the quarantining period is now less than what it previously was.

Mrs. Fazzini asked about for an update on the vaccination for teachers and Mr. Rizzo replied that Montgomery County has indicated that all teachers who wish to be vaccinated will be able to do so by the end of March. He stated that this plus the district's partnership with Spring-Ford resident Ed Hudon from The Medicine Shop has enabled us to administer several vaccines and get all of our teachers who want vaccines scheduled for the upcoming round of Johnson and Johnson vaccines.

Mrs. Melton asked about the approval of additional nursing staff and how this process was going and Mrs. Smith replied that it was going well and that they are completing and working on rounds 2 and 3 of the interviews. She expressed her gratitude for the board's approval of the substitute Health Annex nurses and added that these substitutes are being used every day.

Mr. Jackson asked if the district would still be looking at having a total of 18 nurses on staff and also questioned the motion on the agenda for a nurse. Mr. Rizzo confirmed 18 was correct and advised that the nurse position on the agenda is for the Extended School Year Program and that normally one nurse is needed but this year there will be a need for two in order to staff the Health Annex. He stated that this motion is not for the addition of another nurse on staff but rather just to cover the additional need for the Extended School Year Program.

Chief Boyer provided an update on the Rapid Antigen Testing Program saying that it piloted last week and officially started today at Limerick Elementary. He advised that it went very smoothly and that 10 staff members had been tested today with another 10 scheduled for tomorrow.

Solicitor's Report Mark Fitzgerald

Mr. Fitzgerald commented that he wanted to speak about the Attestation Form the district as well as many other districts had signed while many counties were in the substantial transmission category. He advised that many counties are now transitioning to the moderate transmission category and that if a county remains in the moderate category for 2 weeks then the Attestation Form goes away and would leave us with generally one binding requirement of the universal masking order. Mr. Fitzgerald advised that if the county were to go back into a substantial transmission category then the Attestation Form would be triggered again. Mr. Fitzgerald commented that the second issue he wanted to address was the request by a taxpayer with regards to waiving the penalty period as it relates to a late tax payment. He advised that the district has received a request now from a second taxpayer and his purpose for bringing this forward to the board is that he feels there needs to be a process and efficiency for addressing these issues rather than have to bring them all before the board. Mr. Fitzgerald stated that he would like to be in a position where a response is already ready to go from the administrative level indicating that the board adheres to local tax collection laws. Mr. Fitzgerald asked if the board had any objection to this process being set up with the business office to respond to any individual requesting a waiver of their late payment. Mr. Jackson felt that the response needed to come from the solicitor's office rather than the business office. Mr. Fitzgerald confirmed that would be fine. The board had no objections to this.

V. MINUTES

There were no questions or comments.

- A. Administration recommends approval of the February 8, 2021 Work Session minutes. **(Attachment A2)**
- B. Administration recommends approval of the February 22, 2021 Board Meeting minutes. **(Attachment A3)**

VI. PERSONNEL

There were no questions or comments.

A. Resignations

- 1. **Katherine J. Beerer**; 5/6 Club #3 – Art Club. Effective: March 3, 2021.
- 2. **Karen L. Boyer**; Head Custodian, Limerick Elementary School, for the purpose of retirement. Effective: July 2, 2021.
- 3. **Maria L. Castro**; Title I Math Teacher, Brooke Elementary School and Spring City Elementary School. Effective: March 4, 2021.
- 4. **Angela DeRosato**; Instructional Assistant, Limerick Elementary School. Effective: April 16, 2021.
- 5. **Carol J. Ganister**; PIMS and Data Specialist, 9th Grade Center, for the purpose of retirement. Effective: July 2, 2021.
- 6. **Aimee M. Oblak**; Special Education Department Chair. Effective: March 1, 2021.
- 7. **Tamura J. Rivera**; 5/6 Intramural #13 – Walking Club. Effective: March 4, 2021.
- 8. **Colleen Steube**; Instructional Assistant, Royersford Elementary School. Effective: January 19, 2021.

B. Leaves of Absence

1. **Mary C. Henderson**; Instructional Assistant, Upper Providence Elementary School, for an unpaid leave of absence per Board Policy. Effective: February 17, 2021 through April 15, 2021.
2. **Kimberly M. H. Leybin**; School Psychologist, Evans Elementary School, for a child-rearing leave of absence per the Professional Agreement. Effective: August 25, 2021 through the first semester of the 2021-2022 school year.

C. Support Staff

1. **Alexis Barker**; Instructional Assistant, Senior High School, replacing Deborah S. Barth who had a change of status. Compensation has been set at \$17.36/hour with Benefits per the Instructional Assistant Benefit Summary. Effective: March 15, 2021.
2. **Hether P. Fatal**; Instructional Assistant, Limerick Elementary School, replacing Devon A. Berryann who resigned. Compensation has been set at \$17.36/hour with benefits per the Instructional Assistant Benefit Summary. Effective: March 15, 2021.

D. Change of Status

1. **Lisa Huttinger**; Food Service Part-time (3 hours/day) Senior High School, to Food Service Full-time (6 hours/day) Senior High School, replacing Christine A. Dixon who retired. Compensation has been set at \$17.37/hour with benefits per the Food Service Benefit Summary. Effective: March 8, 2021.
2. **Jacqueline Knerr**; Food Service Part-time (3 hours/day) Senior High School, to Food Service Full-time (6 hours/day) Senior High School, replacing M. Gail Wolf who retired. Compensation has been set at \$17.32/hour with benefits per the Food Service Benefit Summary. Effective: March 8, 2021.
3. **Thomas O'Connor**; Full-time (.67) Instructional Assistant and Part-time (.33) Health and Physical Education Teacher Spring City Elementary School, to Health and Physical Education Teacher Upper Providence Elementary School, replacing Jeffrey M. West who retired. Compensation has been set at M, Step 2, \$52,000.00 prorated with benefits per the Professional Agreement. Effective: March 15, 2021.

E. Administration recommends approval of **Jessica A. Mecleary** as a Teacher for the Pre-K Summer Readiness Program. Compensation has been set at \$40.00/hour plus benefits (FICA & Retirement).

F. Administration recommends approval of **Joan D. Flack** as an Instructional Assistant for the Pre-K Summer Readiness Program. Compensation will be set at the Instructional Assistant's current hourly rate plus benefits (FICA & Retirement).

G. Administration recommends approval of the following Professional Staff as Special Education Teachers for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation has been set at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education Funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

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| 1. Gabrielle V. Adelsberger | 15. Allison L. Fauerbach |
| 2. Diana L. Bilardo | 16. Maura F. Groff |
| 3. Ashley L. Brod | 17. Brenda A. Haydt |
| 4. Krista M. Brooke | 18. Patricia M. Konschak |
| 5. Alyssa K. Brooks | 19. Kathy A. Lebedynsky-Pencak |
| 6. Kathryn A. Calvert | 20. Deborah E. Malack |
| 7. Katherine M. Cieszkowski | 21. Jaclyn A. McDermott |
| 8. Hannah Z. Coath | 22. Barbara J. McGuigan |
| 9. April Collins | 23. Gary W. Rhodenbaugh, Jr. |
| 10. Karen M. DeLange | 24. Angela E. Rowe |
| 11. Grace L. Donovan | 25. Shana L. Savard |
| 12. Allison L. Dorn | 26. Elizabeth Shields |
| 13. Wayne F. Downs | 27. Mollie M. Smith-Wood |
| 14. Jennifer L. Elliott | 28. Greta L. E. Verma |

- H. Administration recommends approval of the following Support Staff as Instructional Assistants for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation for new employees will be set at \$16.36/hour non-degree rate or \$17.36/hour degree rate. Current hourly employees will be paid at their current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

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| 1. Mary Abraham | 25. Kyra L. Heiler |
| 2. Nancy T. Birtch | 26. Kathya Holohan |
| 3. Jennifer Bonetz | 27. Dana Ignatovig |
| 4. Lauren M. Boylan | 28. Janine M. Justice |
| 5. Ronda I. Brisbois | 29. Naomi L. Keen |
| 6. Samantha L. Carfagno | 30. Sally A. Knab |
| 7. Bruce Cartwright | 31. Alexander M. Kraft |
| 8. Maryann Christy | 32. Collen Kriebel |
| 9. Aniqua G. Coleman | 33. Kathleen M. Kwiej |
| 10. Janet T. Copenhaver | 34. Michelle A. Mack |
| 11. Kelley A. Costello | 35. Adriana Martinez |
| 12. Angie L. Cressman | 36. Patricia A. McCormick |
| 13. Debra A. DeMitis | 37. Shea E. McDonald |
| 14. Judy Denning | 38. Laura B. McQuaid |
| 15. Carol L. DiFrancesco | 39. Sherri K. Molishus |
| 16. Vanessa G. Donatelli | 40. Tyler S. Morris |
| 17. Paula T. Donatelli | 41. Michael A. Moyano |
| 18. Shannon L. Dusko | 42. Patrice M. Mullen |
| 19. Gabrielle M. Fisher | 43. Kristin Richter |
| 20. Christa M. Fitch | 44. Natalie A. Stark |
| 21. Angeline T. Fusco | 45. Charlene D. Strange |
| 22. Laura Gilmore | 46. Emily A. Walker |
| 23. Brittany L. Harrington | 47. Allison L. Worthington |
| 24. Amanda C. Hegedus | |

- I. Administration recommends approval of the following Professional Staff as Special Education Teachers - Tutors to be hired for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30

PM; June 28, 2021 through July 29, 2021. Compensation will be set at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

1. **Kathryn A. Calvert**
2. **Laura E. Camp**
3. **Allison L. Dorn**
4. **Brenda A. Haydt**
5. **Nicholas J. Latch**

6. **Kevin M. Lewis**
7. **Jacquelyn M. Lippincott**
8. **Jaclyn A. McDermott**
9. **Mollie M. Smith-Wood**

- J. Administration recommends approval of the following Certified School Nurse to be hired for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation will be set at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

1. **Erin J. Lewandoski**

- K. Administration recommends approval of the following Behavior Specialist to be hired for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation will be set at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

1. **Lauren N. Raugh**

- L. Administration recommends approval of the following Speech & Language Therapists to be hired for the 2021 Extended School Year Program (ESY). The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation will be set at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

1. **Joan E. Kenney**
2. **Jenifer P. Smith**
3. **Johannah M. Timbario**

- M. Administration recommends hiring the following Support Staff as Instructional Assistant Substitutes for the 2021 Extended School Year Program. The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation will be paid at their current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by

administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

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| 1. Jennifer A. Bowyer | 6. Tari Lawson |
| 2. Joan Clare Callow | 7. Joanna B. Melcher |
| 3. Stephanie N. Ciliberto | 8. Shannon L. Osborne |
| 4. Shannon E. Dauphin | 9. Alyssa D. Touey |
| 5. Cheryl A. Goodwin | 10. Wendy H. Trump |

- N. Administration recommends hiring the following Professional Staff as Special Education Teacher Substitutes for the 2021 Extended School Year Program. The program will be held at the 5/6/7 Grade Center Monday through Thursday 8:30 AM to 2:30 PM; June 28, 2021 through July 29, 2021. Compensation will be paid at \$40.00/hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.

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| 1. Jennifer A. Bowyer | 6. James R. Laky |
| 2. Kathryn L. Ellor | 7. Jacquelyn M. Lippincott |
| 3. Chelsea K. Flynn | 8. Indira Pothukuchi |
| 4. Jeannette T. Hellauer | 9. Melissa A. Shimukonas |
| 5. Susan Ibach | 10. Melissa C. Yonchuk |

- O. Administration recommends one (1) additional Certified School Nurse at a rate of \$40.00/hour for the 2021 Extended School Year Program (ESY) due to the additional staffing needed for the Health Annex. The appointments and payments herein shall be contingent upon the ability as determined by administration to provide such ESY offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania.
- P. Administration recommends approval of the attached extra-curricular contracts for the 2020-2021 school year. Payments of extra-curricular stipends shall be contingent upon the re-opening opening of schools and the ability as determined by the administration to provide such extra-curricular offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania. The district reserves the right to prorate or not pay stipends in the event of a school closure, school modification, and/or discontinuation of the activity due to the pandemic or other events surrounding the pandemic. **(Attachment A4)**

VII. FINANCE

There were no questions or comments.

- 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:

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|-------------------------------|---------------|
| 1. <u>General Fund Checks</u> | |
| Check No. 212401 – 212536 | \$ 467,121.86 |
| 2. <u>Food Service Checks</u> | |
| Check No. 2105 – 2116 | \$ 1,295.91 |

3. General Fund, Food Service, Capital Reserve & Projects ACHs
ACH 202101258 – 202101433 \$ 2,862,095.92
4. Wires
202000095 – 202000108 \$ 2,650,233.75
5. Procurement Payments
200000001 – 200000145 \$ 147,594.70

C. The following monthly Board reports are submitted for your approval:

- Skyward Reports
 - Check Register (General Fund, Food Service, Capital Reserve, Capital Projects, Scholarships, Wires and Procurement)
 - ACH Check Register (General Fund, Food Service, Capital Reserve, and Capital Projects)
 - Wires Register (General Fund, Food Service, Capital Reserve, and Capital Projects)

D. Administration recommends approval of the following independent contracts:

1. **Jessica Liddel (Bella Mosaic Art) – Narberth, PA.** Provide an Artist in Residence Program for third and fourth grade students at Upper Providence Elementary School. Students will work with the artist to create ceramic tile mosaics for the courtyard. Funding will be paid by the Upper Providence Home and School Association and shall not exceed \$6,000.00.
2. **Mike and Roberta Straka – Bushkill, PA.** Provide a virtual assembly for second grade students at Royersford Elementary School entitled “Dino Dig”. Funding will be paid from the General Fund and shall not exceed \$225.00.
3. **Mike and Roberta Straka – Bushkill, PA.** Provide a virtual assembly for third grade students at Royersford Elementary School entitled “Rocks and Minerals Show”. Funding will be paid from the General Fund and shall not exceed \$225.00.
4. **Dr. Jessy Sandoval-Barrett – Ardmore, PA.** Conduct a psychiatric evaluation for a student. Funding will be paid from the Special Education Budget and shall not exceed \$2,000.00.
5. **The Center for Neuropsychology and Counseling – Warrington, PA.** Conduct an Independent Educational Evaluation for a student. Funding will be paid from the Special Education Budget and shall not exceed \$5,000.00.

VIII. PROGRAMMING AND CURRICULUM

There were no questions or comments.

- A. Administration recommends the approval of McGraw-Hill *Discovering Our Past – A History of the World* for adoption for 6th grade Social Studies. This includes 650 digital 6-year licenses, 325 print textbooks and 22 teacher resource bundles. Funding will come from the Curriculum Budget and shall not exceed \$58,607.25.
- B. Administration recommends the acceptance of the 2020-2021 Pottstown Area Health and Wellness Foundation Grant in the amount of \$45,000.00. The grant will continue to support our district-wide Healthy Choices Program.

IX. CONFERENCES AND WORKSHOPS

Mr. Jackson asked about Item C and expressed a concern that this conference did not appear to be a virtual one whereas most others are still being held virtually. Mr. Rizzo explained that while there may be a component of this conference that may be virtual, it is a hands-on training with strategies and techniques for students who are in crisis and a lot of this is physical and needs to be done in-person in order for the attendee to get the certification. Mr. Rizzo added that this certification is a train the trainer model so Ms. Lannutti will be able to provide the instruction in our buildings for our staff.

- A. **Elizabeth Leiss**, Director of Human Resources, to attend virtually "*Title IX Coordinator Four: Advocacy, Prevention and Trauma*" on April 7, 14, 21 and 28 from 12:00–3:00 p.m. each day. The total cost of this training and certification is \$1,599.00 (registration). No substitute is needed.
- B. **Douglas Reigner**, Principal, to attend "*K-12 Athletics: Title IX*" virtual training on April 12, 2021. The total cost of this training and certification is \$299.00 (registration). No substitute is needed.
- C. **Elise-Marie Lannutti**, Behavior Specialist, to attend "*Safety Care Trainer Training*" in Reading, PA on April 27–29, 2021. The total cost of this training is \$1,602.68 (registration, mileage). No substitute is needed.
- D. **Dr. Kelly Murray**, Director of Curriculum and Instruction, **Mary Davidheiser**, Controller, **Catherine Gardy**, Curriculum Supervisor, **Sue Choi**, Principal, and **Mary Newett**, Senior Accountant, to attend "*PAFPC 2020 Annual Conference*" virtually on May 4 and May 5, 2021. The total cost of this training is \$650.00 (registration) to be paid from Title I Funds. No substitutes are needed.
- E. **Trisha Smith**, Certified School Nurse, to attend virtually the "*PASNAP: 2021 Annual Conference*" from April 9, 2021 through April 11, 2021. The total cost of this conference is \$115.00 (registration). No substitute is needed.
- F. **Tracy Bogucki** and **Jessica Kemp**, Administrative Assistants – Child Accounting, to attend the "*A/CAPA Spring Virtual Conference 2021*" on April 14 and April 15, 2021. The total cost of the conference is \$200.00 (registration). No substitutes are needed.

X. OTHER BUSINESS

There were no questions or comments.

- A. The following policies are submitted as a second reading for approval at the next board meeting:
 - 1. Policy #203.1 – PUPILS: Exclusion from School – Bloodborne Pathogens (**Attachment A5**)
 - 2. Policy #204 – PUPILS: Attendance (**Attachment A6**)
 - 3. Policy #308 – ADMINISTRATIVE EMPLOYEES: Employment Contract/Board Resolution (**Attachment A7**)
 - 4. Policy #309 – ADMINISTRATIVE EMPLOYEES: Assignment and Transfer (**Attachment A8**)
 - 5. Policy#417.1 – PROFESSIONAL EMPLOYEES: Disciplinary Procedures (**Attachment A9**)

XI. DISCUSSION ITEM

Dr. Wright expressed her support for using the Intermediate Unit's free superintendent search services.

Mrs. Earle agreed that the IU should be used and stated that she read the proposals of all of the vendors and they all were offering the same type of service for various amounts of money.

Mrs. Melton agreed and commented that she felt the process needed to be started.

It was stated that the topic of a superintendent search came up at the board's recent professional development on Saturday and Mr. Jackson raised a concern as to why it would have been discussed there. Mrs. Zasowski explained that Ms. Valentina Viletto, the facilitator of the professional development, was speaking about the importance of having a leader in place and advised them to get moving as a board on this no matter what direction they decide to take.

Mr. DiBello felt that Ms. Viletto was just one individual and not an expert. He felt that since the board had just appointed Mr. Rizzo as the Acting Superintendent that he should stay in the role and that the board should not be too quick to take him out of the role.

Dr. Wright stated that even if the board were to start the process today it would be a long process and Mr. Rizzo would have plenty of time in his role to govern the district.

Mr. Shafer commented that he cannot in good faith put off beginning the process. He stated that it has nothing to do with whether Mr. Rizzo stays in his current role or moves back into his previous role.

Mrs. Zasowski asked if anyone from the board wanted to make a motion. Mrs. Melton made a motion to engage the Montgomery County Intermediate Unit to begin the superintendent search for the Spring-Ford Area School District, subject to the review of any terms, conditions and expenses that may be applicable. Mrs. Earle seconded the motion.

There was no board comment or public comment on the motion. The motion passed 9-0.

A. Superintendent Search

XII. BOARD COMMENT

Mr. DiBello commented that during the tour of schools with Perkiomen Valley this week, he saw one of the Upper Providence Elementary virtual teachers using a smaller version of a Varidesk that had been purchased by the Home and School. He spoke of how it permitted the teacher to stand, sit and move around easily while still continuing to teach and do the virtual learning. He felt this was an awesome idea and proposed getting all of the virtual teachers in the district those desks. Mr. DiBello reported that the teacher also had a document reader which he believes was also purchased by the Home and School. He explained that it was a device that looked like a microphone but had a square box on top. He added that the teacher would place a document underneath that square box which would read the document allowing her to shoot the document right out to the virtual students. He felt that from a virtual teaching aspect, these are two things that we should definitely provide to all virtual teachers as soon as possible. Mr. Catalano was asked to look into these two items and report back to the board at the next meeting on the cost for doing this for all virtual teachers. Dr. Wright asked that teachers be asked if this is something they would be interested in as well.

Mr. DiBello commented that he felt that when the district is faced with the sudden passing of a long-time employee that the sick time they accrue should be paid out to that employee's family rather than it just disappearing. It was advised that the employees vacation time is paid out but

not the time accumulated for sick days. Mr. DiBello expressed that he felt this should be changed and that it should be retroactive to include the recent employee who passed away. It was determined that this topic needed to go to the Personnel Committee for further discussion.

Mr. Jackson reported that he and Mr. DiBello attended a forum via Zoom that was put on by the Black and Brown Lives of Montgomery County. He advised that the purpose of the meeting was to pair Spring-Ford with another school district, Cheltenham, for discussion and to look at the perspective of educational equity in public education. Mr. Jackson stated that overall, it was a good discussion with an interesting group. He added that they shared with the group that Spring-Ford has an Equity, Diversity and Inclusion Committee that has been in the works for a while. He advised that there will be a presentation at the March 22nd Board Meeting. Mr. Jackson felt that it was good to be able to speak with other districts, compare how they do things with how we do things. He advised that the forum will be an ongoing thing.

There was discussion on who exactly was able to attend as there was confusion on whether it was only for school board candidates or whether it was open to seated school board members. Mr. Fitzgerald commented that it was his understanding that it was for candidates but that the group may have been expanded which is okay.

Mrs. Melton advised that there was also a group, Pennsylvanians for Fair Funding, that has become very active and is led by some of our peers from Pottstown. She advised that she has had the pleasure on many occasions to work with them and that they are a great group of people who are very passionate, very engaged, and very active.

Mrs. Fazzini asked if Mr. Jackson could make sure that everyone is aware when the next forum is coming up.

Mr. DiBello echoed Mr. Jackson's sentiments on the success of the forum and the discussions held.

XIII. PUBLIC TO BE HEARD

Heidi Goldsmith, Collegeville, stated that she was glad to hear that there is a lot of planning going on for the 2021-2022 school year and felt that it is important to use the information accrued, having been through this pandemic, for future planning in order to expand and make things better. She recommended that with regards to special education students, those families be addressed individually to seek information.

Abby Deardorff, Royersford, advised that she wanted to talk about the event last week with the Movement for Black and Brown Lives. She stated that the series that will be going on for the next 7 weeks is for school board candidates who are the speakers and then community members are invited to listen in. She felt that it was a great experience talking with other candidates in the district in a forum that they normally do not get to do as well as networking with other districts on what they are doing.

XIV. ADJOURNMENT

Mrs. Earle made a motion to adjourn and Mrs. Fazzini seconded it. The motion passed 9-0. The meeting adjourned at 8:50 PM.

Respectfully submitted,

Diane M. Fern
School Board Secretary

RESOLUTION #2021-02
SPRING-FORD AREA SCHOOL DISTRICT
MONTGOMERY AND CHESTER COUNTIES, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE IN THE AMOUNT OF UP TO SEVEN MILLION NINE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$7,968,000); PROVIDING FOR THE DATE, MAXIMUM INTEREST, MAXIMUM MATURITY DATES AND PLACE OF PAYMENT WITH RESPECT TO THE NOTE; AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE NOTE; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE NOTE; 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 NOTE.

WHEREAS, the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (“School District” or “Local Government Unit”) has heretofore issued its General Obligation Bonds, **Series of 2012** (the “2012 Bonds”); and

WHEREAS, the proceeds of the 2012 Bonds were used for the purposes of providing funds for: (i) the advanced refunding of the School District’s outstanding General Obligation Bonds, Series of 2003 (the “2003 Bonds”); (ii) the advanced refunding of the School District’s outstanding General Obligation Bonds, Series of 2004 (the “2004 Bonds”); and (iii) paying the costs and expenses related to the issuance of the 2012 Bonds; and

WHEREAS, the proceeds of the 2003 Bonds were used for the purposes of providing funds for: (i) the planning, designing, constructing, furnishing and equipping of a new elementary school facility located at the Winnies site; (ii) preliminary funds to plan and design and begin renovations at the Middle School Facility; (iii) certain other capital improvements to school buildings for public school purposes in the School District; and (iv) paying the costs and expenses related to the issuance of the 2003 Bonds; and

WHEREAS, the proceeds of the 2004 Bonds were used for the purposes of providing funds for: (i) the planning, designing, constructing, furnishing and equipping of a new elementary school facility located at the Winnies site; (ii) the plan and design and begin renovations at the Middle School Facility; (iii) other improvements; and (iv) paying the costs and expenses related to the issuance of the 2004 Bonds; and

WHEREAS School District has heretofore issued its General Obligation Bonds, **Series of 2016** (the “2016 Bonds”); and

WHEREAS, the proceeds of the 2016 Bonds were used for the purposes of providing funds for: (i) the advance refunding of all or a portion of the School District’s outstanding General Obligation Bonds, Series of 2010 (the “2010 Bonds”); and (ii) paying the costs and expenses related to the issuance of the 2016 Bonds; and

WHEREAS, the proceeds of the 2010 Bonds were used for the purposes of providing funds for: (i) the advanced refunding of the School District's outstanding General Obligation Bonds, Series of 2002 (the "2002 Bonds"); and (ii) paying the costs and expenses associated with the issuance of the 2010 Bonds; and

WHEREAS, the proceeds of the 2002 Bonds were used for the purposes of providing funds for: (i) the planning, designing, constructing, furnishing and equipping of an intermediate school facility and elementary school facility located in Upper Providence Township; (ii) the planning, designing and construction of a new elementary school on the Winnies site and improvements thereon; (iii) certain other capital expenditures; and (iv) paying the costs and expenses related to the issuance of the 2002 Bonds; and

WHEREAS, the School District has determined to undertake a project consisting of: (i) the current refunding of all of the School District's outstanding 2012 Bonds (the "Refunded 2012 Bonds"); (ii) the current refunding of all of the School District's outstanding 2016 Bonds (the "Refunded 2016 Bonds", together with the Refunded 2012 Bonds, the "Refunded Bonds"); and (iii) paying the costs and expenses relating to the issuance of the Note (hereinafter defined) (collectively, the "Project"); and

WHEREAS, the School District has determined to finance the Project by incurring indebtedness and issuing its general obligation notes 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 "Act"), the proceeds of which shall be used for the purpose of financing the Project and paying the expenses of issuing the Note; and

WHEREAS, the School District has retained Boenning & Scattergood, Inc. as loan placement agent in connection with the issuance of the Note; and

WHEREAS, the School District has received an acceptable proposal (the "Proposal") for the purchase of the Note from TD Bank, N.A. ("Purchaser") in the form attached as Schedule "C" hereto, and desires to authorize the acceptance of such Proposal and authorizes the issuance of its Note 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 has determined that a private sale by negotiation, rather than public sale, is in the best financial interest of the School District; and

WHEREAS, the School District desires to authorize the issuance of its general obligation note in the aggregate principal amount of up to SEVEN MILLION NINE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$7,968,000) for the purposes set forth herein, upon the terms and conditions and in the form as herein provided (the "Note"), upon the terms and conditions and within and subject to the parameters hereinafter described, and to accept the Proposal for the purchase of the Note.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the School District (the "Board"), that:

SECTION 1. Authorization of Issuance of Note 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 Note in the principal amount of up to SEVEN MILLION NINE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$7,968,000), for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The aggregate principal amount of the Note shall not exceed SEVEN MILLION NINE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$7,968,000). Said indebtedness shall be evidenced by the Note, dated and bearing interest from the date of issuance of said Note under the statutory time requirements as set forth in the Act. In accordance with the provisions of the Proposal, the Note shall bear interest at a fixed rate of 0.550% per annum (computed on the basis of a 360 day year comprised of twelve 30-day months). Principal on the Note shall be payable annually during the term of the Note. Interest on the Note shall be payable semi-annually during the term of the Note. The Note shall mature in installments of principal as shown on the attached Schedule "A". The form of the Note is attached hereto as Schedule "B", subject to modifications to conform to the accepted Proposal or recommended by the Solicitor or Note Counsel. The Note shall be subject to prepayment pursuant to the terms set forth in the form of Note and the Proposal. The Note, when issued, will be a general obligation of the School District.

The Project is being undertaken by the School District for the purpose of reducing the debt service that would otherwise be payable on the Refunded Bonds, in compliance with Section 8241(b)(1) of the Act.

SECTION 2. Useful Lives Relating to the Project. The realistic estimated useful lives of the projects financed or refinanced with the proceeds of the Refunded Bonds were determined at the time of issuance. The last maturity of the Note does not extend beyond the useful lives of the capital projects financed or refinanced with the proceeds of the Refunded Bonds. The realistic estimated aggregate remaining useful life of the capital projects financed or refinanced with the proceeds of the Refunded Bonds is hereby determined to be at least three (3) years.

It is hereby determined that the Note is scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

SECTION 3. Non-Electoral Debt. All of the debt to be incurred upon issuance of the School District's Note shall be incurred as non-electoral debt.

SECTION 4. Execution of Debt Statement and Note and Filing of Debt Proceedings. The President and Secretary of the Board 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 Note 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 Note 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.

SECTION 5. Appointment of Paying Agent and Sinking Fund Depositary. TD Bank, N.A., is hereby appointed to serve as paying agent, registrar and sinking fund depositary (the “Paying Agent”) for the Note and the President and Secretary of the Board, 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 Note in the manner provided herein and therein so long as Note shall remain outstanding. The Paying Agent is hereby directed to make such registrations, exchanges and transfers without charge to noteholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 6. Establishment of Sinking Fund. The School District covenants to establish, and there is hereby established, a sinking fund (the “Sinking Fund”) for the payment of the Note 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 Note is 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 Note. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the Note 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 Note shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent.

SECTION 7. Covenant to Pay Note. The School District covenants that, to the fullest extent authorized under law:

- a. The amount of the debt service with respect to the Note 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 Note, to the extent of its obligation, on the dates, at the places and in the manner stated in the Note, 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.

SECTION 8. Sale of Note. In compliance with Section 8161 of the Act, the Board has determined that a private sale by negotiation, rather than public sale, is in the best financial interest of the School District. The Proposal is hereby accepted and the Note is hereby awarded and sold to the Purchaser in accordance with its commitment to purchase the said Note at par; provided the Note is dated the date of delivery thereof to the Purchaser and is in substantially the form set forth in Schedule "B" to this Resolution with such changes as may be approved by the officers of the School District executing such Note; and further provided that the proceedings have been approved by the Department of Community and Economic Development. A copy of said Proposal shall be attached hereto as Schedule "C" and lodged with the official minutes of this meeting and is hereby incorporated herein by reference.

SECTION 9. Execution, Authentication and Delivery of Note. The officers of the School District are hereby authorized to deliver the Note 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, and the Proposal. The Note, when issued, shall be executed either manually or by facsimile by the President or Vice President of the Board 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. 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 Note, 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 Note, all in accordance with this Resolution and the Act and/or the Proposal.

SECTION 10. Limitation on Indebtedness. 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 11. Federal Tax Covenants. The School District hereby covenants with the holders from time to time of the Note 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 Note 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 holder from time to time of the Note that it will make no investment or other use of the proceeds of the Note, which, if such investment or use had been reasonably expected on the date of issuance of the Note, would cause the Note 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 Note and shall apply to all amounts which are proceeds of the Note 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 note counsel for the School District (the “Note 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 “Tax Compliance Agreement”) to carry out the foregoing covenants.

The Tax Compliance Agreement shall be substantially in the form acceptable to Note Counsel, with such changes as may be approved by the officer executing the Tax Compliance Agreement, upon the advice of Note 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 12 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 Note.

SECTION 12. Continuing Disclosure. The School District covenants to provide for the compliance by the School District with continuing disclosure requirements pursuant to Rule 15c2-12(b) promulgated by the Securities and Exchange Commission, if applicable.

SECTION 13. Qualified Tax-Exempt Obligations. In accordance with the Code, the School District hereby represents and warrants, after due investigation and to the best of its knowledge, that: (i) the Note is not “private activity bonds” within the meaning of Section 141 of the Code, and (ii) the aggregate face amount of “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 2021 calendar year (including the Note, 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), is not reasonably expected to exceed \$10,000,000. To the extent not “deemed designated”, the School District hereby designates the Note 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 14. Insurance. If the proposal for the purchase of the Note offering the lowest interest cost to the School District is based on insurance for such Note, 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 such Note, to pay the premium for such policy from the proceeds of such Note and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the applicable Note 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 Note may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

SECTION 15. Refunding of Refunded Bonds. The proper officers of the School District are hereby authorized and directed to contract with each of the respective paying agents for the Refunded Bonds as the true and lawful attorney and agent of the School District to effect the redemption and payment, including payment of interest, of the Refunded Bonds on such date as may be approved by the President or Vice President of the School District with the advice of the School District Solicitor and Note Counsel. The applicable paying agent, in the name, place and stead of the School District, shall mail, with respect to the Refunded Bonds, as applicable, a notice of redemption as required by the terms of the Refunded Bonds. The School District hereby agrees to provide for payment of the expenses of such mailings from proceeds of the Note or from moneys otherwise made available by the School District and gives and grants each of the paying agents full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the School District might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

Subject only to completion of delivery of, and settlement for, the Note, the proceeds of which will be used for the refunding of the Refunded Bonds, the School District hereby calls for redemption and payment of the Refunded Bonds on such dates as may be approved by the President or Vice President of the School District with the advice of the School District Solicitor and Note Counsel. 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, are hereby authorized to execute any agreements or documents deemed appropriate concerning the same, including, but not limited to, a Tax Compliance Agreement and/or Escrow and Pledge Agreements.

SECTION 16. Application of Proceeds. The purchase price of the Note and any accrued interest payable by the Purchaser shall be paid to the Paying Agent on behalf of the School District. In addition, the School District shall deposit with the Paying Agent the security 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 Note. Upon receipt of such funds, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall transfer to the paying agent, as applicable, the amounts required to effect the refunding of the Refunded Bonds and to effect the Project as provided in Section 15 hereof and shall make the deposits and disbursements set forth on the Closing Statement executed by the officers of the School District, including payment of the issuance costs on behalf of the School District upon presentation of proper invoices therefor, and shall deposit the remaining proceeds of the Note, if any, in the Sinking Fund or as otherwise directed by the School District.

SECTION 17. 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.

SECTION 18. Severability. 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 19. Repealer. All prior resolutions or parts thereof inconsistent herewith, are hereby repealed.

SECTION 20. Effective Date. This Resolution shall take effect on the earliest date permitted by the Act.

[signature page follows]

ADOPTED by the Board of School Directors of the Spring-Ford Area School District
this ____ day of _____, 2021.

SPRING-FORD AREA SCHOOL DISTRICT

Attest: _____

Diane M. Fern, Secretary
Board of School Directors

BY: _____

Colleen Zasowski, President
Board of School Directors

SCHEDULE "A"

NOTE INTEREST RATE & MATURITY SCHEDULE

\$7,968,000

Spring-Ford Area School District

General Obligation Note, Series of 2021- Bank Loan

Purpose: Current Refund the Series of 2012 & 2016

Escrow Summary Cost

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/15/2021	-	-	-	-	-
08/01/2021	-	-	12,903.73	12,903.73	-
02/01/2022	3,994,000.00	0.550%	21,912.00	4,015,912.00	-
06/30/2022	-	-	-	-	4,028,815.73
08/01/2022	-	-	10,928.50	10,928.50	-
02/01/2023	3,974,000.00	0.550%	10,928.50	3,984,928.50	-
06/30/2023	-	-	-	-	3,995,857.00
Total	\$7,968,000.00	-	\$56,672.73	\$8,024,672.73	-

SCHEDULE "B"

FORM OF NOTE

**UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF MONTGOMERY AND CHESTER
SPRING-FORD AREA SCHOOL DISTRICT
GENERAL OBLIGATION NOTE
SERIES OF 2021**

\$_____

Dated:

Issue Date: ____

The SPRING-FORD AREA SCHOOL DISTRICT, COUNTIES OF MONTGOMERY AND CHESTER, COMMONWEALTH OF PENNSYLVANIA (the "School District"), a school district existing under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to _____ (the "Purchaser"), or registered assigns, the sum of _____ Dollars (\$_____) or such lesser particular sum as shall represent the unpaid balance of such principal sum, on the terms and conditions set forth below.

Interest shall be due and payable on this Note at a fixed rate of _____% per annum, payable on the unpaid balance of this Note. Interest shall be calculated based upon a 30/360-day basis. If interest payable on this Note is determined at any point during the term of the loan to not be "Bank Qualified Tax-Exempt" or it is determined that the Note served as an arbitrage note under Federal Law, this Note will reset to its taxable equivalent rate, and the School District will pay to the Purchaser the difference between the amount of interest which the Purchaser should have received at the "Taxable Rate" and the actual amount of interest paid.

Interest on this Note shall be payable semi-annually during the term of the Note on _____ and _____ of each year, commencing _____, 20____. Principal on this Note shall be payable annually during the term of the Note on _____ of each year, commencing _____, 20____, in the amounts set forth on Exhibit "A" attached hereto. On _____, 20____, all principal, accrued, unpaid interest and other amounts evidenced by this Note shall be due and payable in full, without notice or demand.

If the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to remain closed with the same force

and effect as if made on the due date for payment of principal or interest and no interest shall accrue thereon for any period after such due date.

The School District has the option to prepay any installment of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice or penalty.

Both principal and interest are payable in such coin or currency as on the respective date of payment thereof and shall be legal tender for the payment of public and private debts, at the office of _____, the paying agent, located in _____, _____.

This General Obligation Note, Series of 2021 (the "Note") is issued under and pursuant to provisions of the Resolution adopted by the Board of School Directors of the School District on _____, 2021 (the "Resolution"), which shall be a contract between the School District and the registered owner, from time to time, of this Note. This Note is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act"), without the assent of electors, and pursuant to the Resolution. This Note shall be issued in the principal amount of \$_____ and is subject to, and is entitled to the benefit of, the provisions of the Resolution. The terms and provisions of the Resolution are hereby incorporated by reference as if set forth fully herein.

The School District has covenanted in the Resolution, and does hereby covenant to and with the registered owner(s) hereof, that it (i) shall include the amount of the debt service for this Note, for each fiscal year of the School District in which such amounts are payable, in its budget for that fiscal year, (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year, and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Resolution or any other of its revenues or funds the principal amount of this Note and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof and for such budgeting, appropriation and payment the School District has pledged, irrevocably, its full-faith, credit and taxing power.

In the Resolution, the School District has covenanted to and with registered owners of this Note that it will make no use of the proceeds of this Note, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause this Note to be an "arbitrage bond" or a "private activity bond" as such terms are defined in Section 148 and 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. The School District has further covenanted that it will comply with the requirements of such Section 148 and 141 and with the regulations thereunder throughout the term of this Note.

CONDITIONS PRECEDENT TO ADVANCE OF LOAN PROCEEDS: The Purchaser agrees to advance all of the proceeds of this Note to or upon the direction of the School District on _____, 20____ (the "Advance Date"), but only upon receipt by the Purchaser on or prior to the Advance Date of each of the following documents, in form and substance satisfactory to the Purchaser:

An Opinion of Fox Rothschild LLP (“Note Counsel”) as to, among other things, the exemption from federal income taxation of the interest on the Note, in substantially the form provided to Purchaser on the date hereof;

A Tax Compliance Agreement of the School District, with respect to the issuance of the Note, in substantially the form provided to Purchaser on the date hereof;

A completed Form 8038 G, with respect to the Note;

Written instructions from the School District detailing to whom the advance shall be made, including wire instructions, as applicable and

Such other documents, instruments and statements required by Note Counsel to deliver the Opinion of Note Counsel required referenced above.

If the School District fails to deliver any of the documents required by this paragraph, the Purchaser will not advance any proceeds of the Note and all Notes of the School District under this Note shall cease.

DELIVERY OF FINANCIAL STATEMENTS: The School District shall deliver to the Purchaser within _____ (_____) days after the close of each respective fiscal year, its annual audited financial statements, prepared by a Certified Public Accounting Firm in accordance with and presented in a cash basis format and otherwise in form and content acceptable to the Purchaser. In addition, the School District shall deliver to the Purchaser any additional information or operating reports as requested by the Purchaser.

MISCELLANEOUS PROVISIONS.

The Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Resolution, against any member, 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 members, officers or employees is released as a condition of and as consideration for the issuance of the Note.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the School District to issue and deliver this Note has been duly given pursuant to the Act; that all acts, conditions and things required by the

laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with the issuance of this Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of the School District are within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the School District has established with the Paying Agent, as sinking fund depository, a sinking fund for this Note and shall deposit therein amounts sufficient to pay the principal of and interest on this Note as the same shall become due and payable; and that for the prompt and full payment of all Notes of this Note, the full faith, credit and taxing power of the School District are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania, has caused this Note to be properly executed by its President of the Board of School Directors of the School District and its corporate seal to be hereto affixed, attested to by its Secretary of the School District as of the ____ day of _____, 20____.

SPRING-FORD AREA SCHOOL DISTRICT
Montgomery and Chester Counties, Pennsylvania

By: _____
President

(SEAL)

Attest: _____
Secretary

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below, and upon notation of the same upon the books of _____, _____, Pennsylvania, as Paying Agent and Registrar for this Note, maintained for such purpose. The School District and the Registrar shall treat the registered owner of this Note, as noted on this Note and on said books, as the absolute owner hereof, and shall not be affected by any changed circumstances, nor by any notice to the contrary.

Original Registered Owner: _____

<u>Date</u>	<u>Transferor</u>	<u>Subsequent Purchaser</u>	<u>Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named subsequent purchaser, warranting that this transfer is effective and rightful; that, this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note, and further irrevocably authorizes and directs _____, _____, Pennsylvania, as Registrar, to make this transfer on its books maintained for such purposes.

_____, _____, Pennsylvania, as Registrar, by its due execution above, on the above-stated date, acknowledges the transfer of this Note to the subsequent purchaser, who shall now be recognized as registered owner, and has noted such transfer on its books.

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells,
assigns and transfers unto

Name (the "Transferee")

Address

Social Security or Federal
Employer Identification No.

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Note on the books kept for registration
thereof, with full power of substitution in the premises.

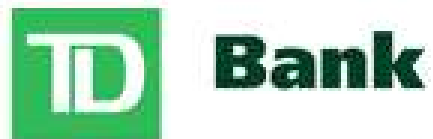
Date: _____

NOTICE: No transfer will be issued in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust, and the name of the trustee should be supplied.

EXHIBIT A

SCHEDULE “C”
PURCHASER’S PROPOSAL

SPRING-FORD AREA SCHOOL DISTRICT



America's Most Convenient Bank®

TERM SHEET

GENERAL OBLIGATION NOTE

March 3, 2021

MARCH 3, 2021

SPRING-FORD AREA SCHOOL DISTRICT
857 SOUTH LEWIS ROAD
ROYERSFORD, PA 19468
ATTENTION: MR. EDWARD MURRAY

RE: TAX-EXEMPT LOAN FINANCING – TD BANK, N.A.

DEAR MR. MURRAY:

SPRING-FORD AREA SCHOOL DISTRICT (THE "SCHOOL DISTRICT") HAS PROVIDED TD BANK, N.A. (THE "BANK") WITH CERTAIN INFORMATION AND HAS DISCUSSED WITH US THE CURRENT AND FUTURE NEEDS FOR THE REFINANCING OF A PORTION OF THE SCHOOL DISTRICT'S EXISTING DEBT.

ON BEHALF OF TD BANK, I AM PLEASED TO OFFER SPRING-FORD AREA SCHOOL DISTRICT A COMMITMENT FOR THE CREDIT ACCOMMODATIONS (THE "CREDIT ACCOMMODATIONS") THAT ARE DESCRIBED ON THE ATTACHED TERM SHEET, SUBJECT TO THE FOLLOWING AND THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHMENTS TO THIS LETTER. THE TERMS AND CONDITIONS OF LOANS DATED OF EVEN DATE HERewith ARE ATTACHED AND ARE MADE PART OF THIS COMMITMENT LETTER WITH THE SAME FORCE AND EFFECT AS IF THEY WERE SET FORTH HEREIN.

THIS LETTER, ALONG WITH THE PROPOSED TERMS AND CONDITIONS, ARE DELIVERED TO THE SCHOOL DISTRICT FOR ITS CONFIDENTIAL USE AND EVALUATION, AND SHALL NOT BE DISCLOSED BY THE SCHOOL DISTRICT EXCEPT (I) AS MAY BE REQUIRED TO BE DISCLOSED IN ANY LEGAL PROCEEDING OR AS MAY OTHERWISE BE REQUIRED BY LAW AND (II) ON A CONFIDENTIAL AND "NEED TO KNOW" BASIS, TO YOUR DIRECTORS, SCHOOL BOARD MEMBERS, EMPLOYEES, ADVISORS AND AGENTS.

THE BANK IS ALSO PROUD TO OFFER ADDITIONAL PRODUCTS AND SERVICES THAT WOULD BE BENEFICIAL FOR THE SCHOOL DISTRICT. INCLUDED IN THESE SERVICES ARE TREASURY MANAGEMENT SERVICES INCLUDING THE COMMERCIAL PLUS CARD (PURCHASING CARD) AND MERCHANT SERVICES INCLUDING STATE-OF-THE-ART PAYMENT PROCESSING SYSTEMS. TD BANK EXCELS AT OFFERING MORE SERVICES ABOVE AND BEYOND MUNICIPAL LENDING THAT PROVE TO BE VERY HELPFUL AND COST EFFICIENT TO OUR CLIENTS.

IF THE TERMS AND CONDITIONS SET FORTH HEREIN ARE ACCEPTABLE TO YOU, PLEASE ACKNOWLEDGE BELOW AND RETURN A SIGNED COUNTERPART TO THIS LETTER ON OR BEFORE THE CLOSE OF BUSINESS ON MARCH 15, 2021. THE BANK'S COMMITMENT HEREUNDER WILL EXPIRE IN THE EVENT THE BANK HAS NOT RECEIVED SUCH ACCEPTANCE AND THE BANK WILL BE UNDER NO OBLIGATION TO OFFER ANY FURTHER CREDIT ACCOMMODATIONS.

THE BANK MAY TERMINATE THIS COMMITMENT LETTER, AND WILL HAVE NO OBLIGATION TO EXTEND THE CREDIT ACCOMMODATIONS, UPON THE HAPPENING OF ANY OF THE FOLLOWING EVENTS: (A) THE BANK DOES NOT RECEIVE THE ACCEPTED COPY OF THIS COMMITMENT BY MARCH 15, 2021; (B) THE CREDIT ACCOMMODATIONS DO NOT FOR ANY REASON CLOSE BY APRIL 30, 2021; (C) THE SCHOOL DISTRICT'S FAILURE TO COMPLY WITH ANY TERM OR CONDITION SET FORTH HEREIN OR IN THE ATTACHED TERMS AND CONDITIONS OF LOAN OR THE COMMITMENT LETTER RIDER; (D) ANY MATERIAL ADVERSE CHANGE OCCURS WITH RESPECT TO THE ECONOMIC VALUE, BUSINESS ASSETS, LIABILITIES, RESULTS OF OPERATIONS OR CONDITION (FINANCIAL OR OTHERWISE) OF THE SCHOOL DISTRICT; OR (E) ANY REPORT OR STATEMENT MADE TO THE BANK BY THE SCHOOL DISTRICT IN CONNECTION HERewith IS OR PROVES TO BE FALSE OR MISLEADING IN ANY MATERIAL RESPECT AS OF THE DATE MADE OR FURNISHED.

WE APPRECIATE THE OPPORTUNITY TO PROVIDE THIS PROPOSAL AND LOOK FORWARD TO WORKING WITH YOU ON SUCCESSFULLY COMPLETING THIS TRANSACTION.

SINCERELY,

TD BANK, N.A.

BY: Chris Dibble
CHRISTOPHER R. DIBBLE
VICE PRESIDENT

ACCEPTED ON THIS ____ DAY OF _____, 20__:

SPRING-FORD AREA SCHOOL DISTRICT

BY: _____
NAME:

TITLE:

FOR YOUR INFORMATION, BELOW PLEASE FIND A GENERAL OVERVIEW OF TD, BANK, N.A. AND TD BANK GROUP.

GENERAL INFORMATION:

TD BANK, N.A. AMERICA'S MOST CONVENIENT BANK, IS ONE OF THE 10 LARGEST BANKS IN THE U.S., WITH MORE THAN 25,000 EMPLOYEES AND DEEP ROOTS IN THE COMMUNITY DATING BACK MORE THAN 150 YEARS. TD BANK OFFERS A BROAD ARRAY OF RETAIL AND COMMERCIAL BANKING PRODUCTS AND SERVICES TO NEARLY 9.5 MILLION CUSTOMERS THROUGH OUR EXTENSIVE NETWORK OF MORE THAN 1,220 RETAIL STORES THROUGHOUT THE NORTHEAST, MID-ATLANTIC, METRO D.C., THE CAROLINAS AND FLORIDA.

TD BANK IS A MEMBER OF TD BANK GROUP AND A SUBSIDIARY OF THE TORONTO-DOMINION BANK OF TORONTO, CANADA, A TOP 10 FINANCIAL SERVICES COMPANY IN NORTH AMERICA. THE TORONTO-DOMINION BANK TRADES ON THE NEW YORK AND TORONTO STOCK EXCHANGES UNDER THE TICKER SYMBOL "TD".

RELATIONSHIP TEAM:

CHRISTOPHER R. DIBBLE
TD BANK, N.A.
VICE PRESIDENT, REGIONAL COMMERCIAL LENDING
200 W. LANCASTER AVE, 2ND FLOOR
DEVON, PA 19333
PHONE: 610-293-5636
EMAIL: CHRISTOPHER.DIBBLE@TD.COM

GEOFFREY D. BRANDON
TD BANK, N.A.
REGIONAL VICE PRESIDENT, SUBURBAN PA
200 W. LANCASTER AVE, 2ND FLOOR
DEVON, PA 19333
PHONE: 610-321-2617
EMAIL: GEOFFREY.BRANDON@TD.COM

TIMOTHY B. CANFIELD
TD BANK, N.A.
VICE PRESIDENT AND GOVERNMENT BANKING RELATIONSHIP MANAGER
PHONE: 610-312-2616
EMAIL: TIMOTHY.CANFIELD@TD.COM

CREDIT RATINGS:

TD BANK, N.A

MOODY'S	<u>LONG TERM</u> Aa2 (DEPOSITS) A2 (DEBT)
S&P:	AA-

TORONTO-DOMINION BANK (PARENT)

MOODY'S	<u>LONG TERM</u> AA1
S&P:	AA-

Spring Ford Area School District
(Montgomery & Chester Counties, Pennsylvania)
General Obligation Note, Series of 2021
\$7,968,000 (estimated)

REQUEST FOR PROPOSAL

March 3, 2021

The Spring Ford Area School District (the “District”), located in Montgomery & Chester Counties, Pennsylvania, is seeking a bank loan proposal for its General Obligation Note, Series of 2021 (the “Note”), in the estimated principal amount of \$7,968,000.

Proceeds of the Note will be used to currently refund all of the District’s outstanding General Obligation Bonds, Series of 2012 and 2016 (the “2012 and 2016 Bonds”) presently in the outstanding principal amount of \$7,870,000, and to pay the costs and expenses related to the issuance of the Note.

Your proposal is due to the District no later than **2:00 pm on Wednesday, March 3, 2021.**

Bank Loan Terms

Type:	Bank loan fully funded at closing
Principal Amount:	\$7,968,000
Tax Status:	Tax-Exempt, Bank Qualified
Term:	February 1, 2023 final maturity with estimated annual principal amortization as shown in the attached <u>Appendix A</u> .
Rate:	<u>A fixed rate until the final maturity of the Note is required.</u> If not possible, a fixed rate for a certain period of time, followed by an interest rate reset may be considered. See Form of Proposal in the attached <u>Appendix B</u> .
Interest:	Interest on the Note shall be computed on the basis of a three hundred sixty (360) day year consisting of a twelve (12), thirty (30) day months. Interest is payable semi-annually on each February 1 and August 1, commencing on August 1, 2021.
Commitment Fee:	Provide any fee the Bank may charge and any maximum fee Bank Counsel (if applicable) may charge.
Prepayment:	Prepayment without penalty is preferred. Please describe prepayment provisions, if any.
Principal Amortization:	As shown in <u>Appendix A</u> .
Security:	The Note will be a general obligation of the District and will be payable from the taxes and other general revenues of the District. The District will covenant with the holder(s) from time to time of the Note that it will provide in its budget for each school year, and will appropriate in each such year, the amount necessary to pay debt service on the Note for such year and will duly and punctually pay or cause to be paid the principal of and interest on the Note at the dates and places and in the manner stated in the Note, and for such budgeting, appropriation and payment the District irrevocably has pledged its full faith, credit and taxing power.
Event of Default:	In an Event of Default, the registered owner of the Note shall have such rights as may be vested in such registered owner by the provisions of the Pennsylvania Local Government Unit Debt Act.
Professional Fees:	The costs of the District's professionals (Placement Agent, Bond Counsel, etc.), shall be paid by the District out of the proceeds of the Note.
Documentation:	The District Bond Counsel will draft all loan documentation as well as provide the tax-exempt opinion for the Note. Closing documentation shall include approved debt proceedings of the District under the Pennsylvania Local Government Unit Debt Act. The District has retained Fox Rothschild LLP as Bond Counsel for the issuance of the Note.

Investor Letter: At the closing of the Note, the winning bank will be required to make certain certifications, including, but not limited to, signing a closing certificate and/or Investor Letter that contains certain requirements as shown in Appendix C.

Depository Relationship: The District is not currently considering any changes to its existing depository relationships. ***Any proposal that includes a depository relationship requirement as a condition of closing will not be considered.***

Deadline: Proposals due by 12:00 pm Wednesday, March 3, 2021.

Proposals must remain valid for 30 days. The Intent to Bid and Proposal should be submitted via email to:

Expected Timeline:

March 3rd	RFP response due
March 8th	Select winning bank, Borrowing Resolution Adopted
April 15th	Settlement of Note

The District reserves the right to reject any or all proposals, to waive any informality, mistake, error or omission in any bid, and to enter into individual negotiations concerning any proposal.

The District will be simultaneously comparing the result of this bank RFP process with other financing options available, including the public bond market. The District is not obligated or required to use the results of this RFP to accomplish the District's financing goals.

Should you have any questions relating to any of the information provided in this Request for Proposal, please do not hesitate to contact the District's Placement Agent, Ed Murray (emurray@boenninginc.com).

APPENDIX A
ESTIMATED PRINCIPAL AMORTIZATION SCHEDULE

Maturity	Principal
2/1/2022	\$3,994,000
2/1/2023	\$3,974,000
TOTAL	\$7,968,000

The District reserves the right to slightly adjust the annual amortization amounts all principal payments prior to Closing.

APPENDIX B FORM OF PROPOSAL

The undersigned Bank (the "Bank" or "Lender") hereby agrees to purchase the tax-exempt, General Obligation Note, Series of 2021 (the "Note"), to be issued by the Spring Ford Area School District, Pennsylvania (the "District") in the estimated principal amount of \$7,968,000, subject to the terms and conditions set forth in this term sheet (the "Term Sheet"), receipt of which is acknowledged by the Lender. The District reserves the right to adjust the amortization and size of the Note based upon your proposal when received. The Bank agrees to be legally bound to such terms from the date of the Form of Proposal to the Closing Date of the Note.

1) Interest Rate

A Bank Qualified fixed rate of interest for the term of the 2021 Note equal to 0.55 % per anum.

2) Prepayment Provisions

The Note [shall be prepayable at any time without penalty] or ~~[shall not be prepayable]~~

3) Cost & Expenses

The Bank shall request the reimbursement of its fees, including Bank Counsel, subject to a maximum of \$ 2,500.

4) Other Provisions

The Bank requests certain provisions including Annual submission of Audited Financial Statements and Budget

[Remainder of page intentionally left blank.]

The Bank acknowledges that the District reserves the right to reject any and all proposals received in connection with this request for proposals.

The Bank also acknowledges that it will be able to make certain certifications as shown in the Form of Investor Letter in Appendix C attached to the District's Request for Proposal.

TD Bank, N.A.

Name of Bank

Christopher R. Dibble

Name of Authorized Officer

Chris Dibble

Authorized Officer

3/3/2021

Date

Accepted by:

Spring Ford Area School District

Authorized Officer

Date

APPENDIX C

FORM OF INVESTOR LETTER

At the closing of the Note, the financial institution will be required to make certain certifications, including, but not limited to, signing a closing certificate and/or Investor Letter that certifies the following:

1. The financial institution is a qualified institutional investor having knowledge and experience in financial and business matters, particularly in tax-exempt obligations, and is capable of evaluating the merits and risks of its investment in the Note and has determined that it can bear the economic risk of its investment in the Note;
2. The financial institution is purchasing the Note for its own account, does not currently intend to syndicate the Note, will take no action to cause the purchase of the Note to be characterized as a security, and will not treat the purchase of the Note as a municipal security for the purposes of securities law;
3. The financial institution is not acting as a broker or other intermediary, and is funding the purchase of the Note from its own capital for its own account and not with the present view to a resale or other distribution to the public;
4. The purchase of the Note will not be used in the future on a securitized transaction or will not be treated as a municipal security;
5. The financial institution understands (i) the loan being made to the District is evidenced by the Note, (ii) the Note is issued in a single denomination equal to the aggregate principal amount of the loan, and (iii) the Note may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances;
6. Understands that the loan is not a municipal security and that no annual filings will be made with respect to the loan or the Note with the Municipal Securities Rulemaking Board's EMMA continuing disclosure site;
7. The financial institution acknowledges the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act"), and that the District shall have no obligations to effect any such registration or qualification;
8. There will be no CUSIPS obtained for the Note;
9. There will be no credit rating obtained for the Note;
10. The financial institution has had access to and has reviewed such information concerning the District as it has deemed necessary;
11. In purchasing the Note, the financial institution has relied solely upon its own investigation, examination, and evaluation of the District and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination.

SPRING-FORD AREA SCHOOL DISTRICT, MONTGOMERY COUNTY, PENNSYLVANIA
TERM SHEET
GENERAL OBLIGATION BOND

The purpose of this term sheet ("Term Sheet") is to outline the terms and conditions under which TD Bank, N.A. would consider providing financing in order for Spring-Ford Area School District (the "School District") to more effectively evaluate its financing options and to facilitate discussions regarding the financing. The actual terms and conditions upon which TD Bank, N.A., might extend credit to Spring-Ford Area School District are subject to execution of this Term Sheet by the School District and evidence of the authorizing resolution adopted by Spring-Ford Area School District on (the "Resolution"), reflecting mutually agreed upon terms and conditions. This Term Sheet, outlined below, is provided with the understanding that neither it nor its substance shall be disclosed to any third party, except for those parties who are in confidential relationships with the School District.

Borrower: Spring-Ford Area School District

Facility: Up to \$8,000,000 General Obligation Note

Purpose: To refund existing Bond debt.

Security: The Bond is payable from tax and other general revenues of the School District. The School District has covenanted that it will provide in its budget in each year, and will appropriate from its general revenues in each such year, the amount of the debt service on the Bond for such year and will duly and punctually pay or cause to be paid from funds in the sinking fund established in the Resolution or from any other of its revenues or funds, the principal of the Bond and the interest thereon on the dates, at the place and in the manner stated in the Bond, and for such budgeting, appropriation and payment the School District irrevocably has pledged its full faith, credit and taxing power, which taxing power includes the power to levy *ad valorem* taxes on all taxable property within the School District, within limitations provided by law.

**INTEREST RATE/
REPAYMENT:**

Interest payments will be due semi-annually on 8/1 and 2/1 of each year. Principal payments will be made annually based upon the below bond amortization schedule. A Bank Qualified fixed rate of interest for the term of the Note equal to 0.55% per annum (30/360-day count). Borrower shall have the right to prepay the Note, in whole or in part, at no premium or penalty.

Two (2) annual principal payments with the first payment being due on 2/1/2022 and the final payment being due on 2/1/2023.

In the event the proposed Facilities are deemed "taxable" the floating or fixed rate of interest applicable for each tenor will be the above the base rate (e.g. Cost of Funds, One or Three Month Libor Rates, etc.) plus applicable margin, absent the bank qualified tax-exempt multiplier (80%).

FEES:

All expenses incurred by this transaction shall be paid by the Borrower. These include, but are not limited to, fees and expenses of legal counsel (inside and outside) and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Bond, and shall be payable at closing or otherwise on demand. Payment by Borrower of expenses described above shall not be contingent upon the closing of the Bond.

Estimated Costs and Expenses borne by Borrower capped at \$2,500.

Choice of Law / Jury Trial / Venue:

(a) Governing Law: Commonwealth of Pennsylvania.

(b) Jury Trial: The Borrower and the Bank, to the extent permitted by applicable law, agree to waive a jury trial in any proceeding.

(c) Venue: Any litigation involving the Bank shall be brought in the appropriate Federal or State courts of the Commonwealth of Pennsylvania located in the Montgomery County having jurisdiction over the matter.

Representations and Warranties: Usual and customary for transactions of this type.

Event of Default: Standard provisions as outlined in the Resolution.

CAPITAL ADEQUACY: If a change in laws, rules, guidelines, accounting principles or regulations (or interpretation, implementation or administration) shall occur or be implemented and shall increase the cost to the Bank or its participants (if any) of issuing or maintaining the Bond or decrease the return to the Bank or any of its participants' capital, or on the capital of the holding company of any participant, the Bank may increase the Commitment Fee or demand payment within 10 business days of such amount as is necessary to compensate it or such participant for such increased costs or decreased return. In addition, the Bond shall contain customary provisions providing for all payments to the Bank to be made free and clear of taxes.

Margin Rate Factor: From and after the effective date of any changes in the federal corporate tax rate applicable to the bank, the Applicable Spread shall be multiplied each day by a factor equal to the greater of (i) 1.0 and (ii) the product of (A) one minus the maximum rate of income taxation imposed on corporations under Section 11(b) of the Internal Revenue Code and (B) 1.27.

Indemnification: Customary Bank indemnification to the extent permitted by applicable law in all cases except where the Bank is proven to have been guilty of gross negligence or willful misconduct.

Financial Covenants: Maintenance of all Financial and Reporting Covenants contained within the current Authorizing Resolution.

**Conditions/
Financial Requirements**

- Submission of School District's Annual Audited Financial Statements annually within two hundred and seventy (270) days;
- Submission of Borrower's initial annual budget for the upcoming fiscal year, annually within seventy five (75) days of the most recent fiscal year end.
- Other information concerning the financial or business affairs of the Borrower as may be reasonably requested by the Bank from time to time.

Conditions Precedent to Closing: Including, but not limited to, the following all of which shall be in form and substance satisfactory to the Banks:

- 1) All documentation relating to the Loan in form and substance satisfactory to the Bank.
- 2) Evidence the Loan is on parity with all other outstanding general obligation debt of the Borrower.
- 3) Evidence that Borrower is authorized to enter into this transaction.
- 4) Satisfactory review of bond documents, indentures, resolutions, ordinances and other similar agreements related to the Bond.
- 5) No material adverse change in the condition, financial or otherwise, operations, properties, assets or prospects of the Borrower.
- 6) No material threatened or pending litigation against the borrower or additional material contingent obligations of the Borrower.
- 7) Delivery of opinions of counsel.
- 8) Payment of all legal fees.
- 9) A certificate to the effect that no Event of Default has occurred and is continuing with respect to other outstanding general obligation debt of the District.

10) Other conditions precedent as appropriate for transactions of this nature.

**Proposed Terms and
Conditions Subject to
Certain Events:**

It represents a willingness on the part of the Bank to seek approval to provide the commitment indicated herein and for the Bank to consummate a transaction based upon the terms and conditions outlined in this Term Sheet and is subject to:

- Absence of any material adverse change in the Security or the financial condition, operations or prospects of the Borrower, or in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the Bank's sole discretion;
- Such additional due diligence as the Bank may require, and
- Agreement as to all final terms and conditions of the Facility and the related documents thereof (including satisfactory legal opinions); all documents to be in form and substance satisfactory to the Bank.

CERTIFICATE

I, the undersigned, Secretary of the Board of School Directors of the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the “School District”), 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 ____ day of _____, 2021; said Resolution has been duly recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

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>	<u>Vote</u>
Colleen Zasowski	
Christina Melton	
Dr. Margaret Wright	
Wendy Earle	
Linda C. Fazzini	
David Shafer	
Clinton Jackson	
Diane Sullivan	
Thomas J. DiBello	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District
this day of , 2021.

SPRING-FORD AREA SCHOOL DISTRICT

(SEAL)

BY: _____
Diane M. Fern, Secretary
Board of School Directors

On February 8, 2021, the Work Session 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: Wendy Earle, Linda C. Fazzini and Dr. Margaret D. Wright
Region II: Clinton L. Jackson and David R. Shafer
Region III: Thomas J. DiBello, Christina F. Melton and Diane C. Sullivan
Presiding Officer: Colleen Zasowski
Asst. Superintendent: Robert W. Rizzo
Chief Financial Officer: James D. Fink
Solicitor: Mark Fitzgerald, Esq.
Student Reps.: Eshika Seth and Allison McVey

ANNOUNCEMENTS

Mrs. Zasowski reminded everyone at the meeting to please wear their masks properly and at all times while remaining socially distant and 6 feet apart. She advised that the Board met in an executive session prior to tonight's meeting regarding personnel. Mrs. Zasowski also announced that earlier this week a successful President's Council meeting was held on February 3rd. She reminded everyone of the process for making public comments both at the beginning of the meeting and at the end.

Allison McVey announced that February is Black History Month. She stated that this year's theme is the "Black Family: Representation, Identity and Diversity." Allison advised that in addition to school-based lessons and activities, Spring-Ford is encouraging families to attend Montgomery County's four-week long virtual series of panel discussions for Black History Month. She added that additional information could be found on the district's website or in the weekly updates. Allison reminded everyone that there is no school for students on February 12th due to the scheduled in-service day and on February 15th for President's Day. She advised that the Spring-Ford Food Service Depots will be open to distribute meals on February 12th and 15th at Limerick Elementary School and the 5/6/7 Grade Center from 12:00 p.m. to 1:00 p.m.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

Kristin Norwood, Collegeville, commented that while she appreciated the district's efforts she would like to ask the administration to look at alternative solutions for the prom.

MaryJo McNamara, Royersford, asked that the administration to provide clarity on the prom and partner with the parents who are willing to help plan the event or allow the parents to take the event over themselves.

Carin Davis, Collegeville, expressed her disappointment over the proposal to hold a prom indoors with limited capacity and asked that an outdoor formal prom be considered.

II. ACTION ITEMS

Mr. DiBello was asked to provide the Personnel Committee Report prior to the vote on Item A. His report is below.

Personnel

Thomas J. DiBello

As Needed

Mr. DiBello reported that the Personnel Committee has been working with the Teacher's Union

on a new contract as the existing one is expiring this year. He spoke of the amazing staff at Spring-Ford whose goal is to provide the best educational experience for our students. Mr. DiBello advised that the Personnel Committee along with Mrs. Leiss and Mr. Fink entered into contract negotiations with the Teacher's Union Representatives and everyone was moving in the same direction which was to do what was best for the community and students. He added that he was proud to report that at no time did the discussions get nasty and overall it was a great experience with professional and informative conversations. Mr. DiBello advised that as a result tonight the Board has a three-year agreement to vote on this evening.

Mr. Shafer asked Mr. Fitzgerald for his opinion on whether or not he should abstain from voting due to his wife being a member of the Spring-Ford Education Association. Mr. Fitzgerald replied that under the state ethics laws there is no requirement that Mr. Shafer abstain from voting and that it was Mr. Shafer's prerogative on what he wishes to do. Mr. Shafer announced that he will select to abstain from voting.

Mr. DiBello asked that Item A be separated and Mrs. Zasowski indicated that each Action Item would be voted on separately. Mr. DiBello made a motion to approve Item A and Mrs. Fazzini seconded it. The motion passed 8-0 with Mr. Shafer abstaining from voting.

- A. The Board approved the Professional Agreement between the Spring-Ford Area School District and the Spring-Ford Education Association from 2021-2022 through 2023-2024.

Mrs. Melton made a motion to approve Item B and Mrs. Fazzini seconded it.

Mr. Jackson asked when the nurses would start and Mrs. Leiss replied as soon as possible. Mr. DiBello asked if the approval was only for this current school year and Mr. Fitzgerald advised that the motion could be reworded to state "approved as Temporary Professional Employees". Below is the revised motion. The motion passed 9-0.

- B. The Board approved hiring two full-time K-12 Certified School Nurses, to be approved as Temporary Professional Employees, to assist with contact tracing, health screenings, vision screenings, and to cover the health annexes and absences.

Board discussion took place on the purpose of Item C. Mr. Rizzo and Mr. Fink provided the explanation and stated that the purpose of this contract is to help deal with the small amount of student overflow that our current transportation provider cannot accommodate.

Mrs. Fazzini made a motion to approved Item C and Mr. Jackson seconded it. The motion passed 8-1 with Mrs. Zasowski voting no.

- C. The Board approved a contract with STA for the remainder of the 2020-2021 school year for the purpose of providing 1 mini-bus to transport students at a cost of \$298.45 per for approximately 95 days. Funding shall be paid from the Transportation Budget and shall not exceed \$28,352.75.

III. PRESENTATION

Dr. Colyer presented dates for upcoming high school events. Discussion took place regarding prom and what options might exist for this event, the pros and cons of school district versus parents hosting the event and what exactly prom could look like under COVID restrictions. Dr. Colyer was asked to cancel the prom that is scheduled at the Sheridan in April and focus on trying to plan something outdoors in conjunction with the Senior Post Prom Style Event on May 15th. The suggestion was made to have students provide input and possibly allow parents to help with the planning of the event but that the district needed to be all in or all out. The board spoke about what it would take to rent tents which could essentially house 2,000 people and it was discussed that possibly it would be helpful to tap into the knowledge of those who have held

large venue outdoor events. All agreed that a decision needed to be made sooner rather than later. The Board also discussed other end of year events and questioned the possibility of whether they could be held live as opposed to virtually.

- A. **Dr. Robert Colyer**, Senior High School Principal, to provide an update on High School Events.

IV. BOARD AND COMMITTEE REPORTS

Extracurricular
Report next week.

David Shafer

1st Tues. 6:30 p.m.

Community Relations	Colleen Zasowski	1st Tues. 7:30 p.m.
Mrs. Zasowski reported on the meeting that took place on February 2, 2021. The minutes from this meeting will be posted on the district-wide website once approved at the committee level.		

WMCTC **DiBello/Earle/Zasowski** **1st Mon. 7:00 p.m.**
Mr. DiBello advised that there was nothing to report on as it was just a basic meeting.

MCIU **Thomas J. DiBello** **4th Weds. 7:00 p.m.**
Mr. DiBello advised that the meetings are still being held via Zoom and the meetings are focused on normal business so there was nothing new really to report on.

PSBA Liaison **David Shafer**

Asst. Superintendent Report Robert Rizzo

Mr. Rizzo reported that administration is beginning planning for the 2021-2022 school year and beyond and stressed that we want to be ahead of the curve although the state of the pandemic and vaccines remains unknown at this point. He provided an overview of things to come in the upcoming weeks such as getting kids in school 4 days a week, planning for spring activities, Spring-Ford Cyber Learning planning, planning for summer programming and planning for the 2021-2022 school year. Mr. Rizzo commented that in celebration of Black History Month there are many contributions we value without knowing their origin. He shared some facts he found courtesy of History.com and stated that the district will be kicking off an Inventor Series which will highlight different inventors each week. Mr. Rizzo ended his report with a quote from Maya Angelou saying, "Do the best you can until you know better. Then when you know better, do better..."

Mr. Rizzo was asked about the rollout of the 4 days per week for secondary students and when the 5/6/7 Grade Center will reopen following their current closure. He reported that he felt the 4-day rollout went very, very well as comments were positive in that students and families felt that their experience was closer to a normal experience. He added that prior to the 4-day model the hallways and classrooms were very sparse but now there are some classes at the secondary level that are now seeing 20-22 students in them while others are seeing an average of 10-15. He praised the teachers for all of their efforts. He stated that students are feeling pretty good at being back in school and seeing some of their friends for the first time. Mr. Rizzo advised that there is approximately 49% - 50% of students currently attending school in-person. He added that 5/6/7 grade students will return tomorrow. Mr. Rizzo was next asked if there were any potential building closures recently that he had to deal with and he replied that since the last board meeting there was potential for 3 building closures but because of the efforts of the school nurses, administrators, Bob Hunter and his team, the district was able to safely, efficiently, and thoroughly get the tasks done that needed to be completed in order for us to remain open.

Nurse's Report

Trisha Smith

Mrs. Smith reported that in addition to what Mr. Rizzo was saying, the other thing that happened which will help prevent us from having to close schools is that the Commissioner of the Montgomery County Health Department is focusing on schools not having to close buildings when there may be some transmission in the school. She stated that they are instead trying to focus on potentially just closing down a classroom or a team or a club. Mrs. Smith provided the COVID numbers since the last board meeting stating that the nurses have processed 45 positive cases of which 19 were infectious at school and as a result the nurses were forced to quarantine 77 staff or students as close contacts. Mrs. Smith expressed her gratitude to the grades 7-12 teachers for entering information into seating charts which will help the nurses with contact tracing. She also expressed appreciation for all of the efforts the principals and teachers are doing to keep social distancing in place. Mrs. Smith also thanked Mrs. Leiss and the board for the addition of new nurses.

Solicitor's Report

Mark Fitzgerald

There was no report.

V. MINUTES

There were no comments or questions.

- A. Administration recommends approval of the January 11, 2021 Work Session minutes. **(Attachment A1)**
- B. Administration recommends approval of the January 19, 2021 Special Board Meeting minutes. **(Attachment A2)**
- C. Administration recommends approval of the January 25, 2021 Board Meeting minutes. **(Attachment A3)**

VI. PERSONNEL

Mr. Jackson asked about Item A3 wondering how the district would handle this additional shortage of nurses and Mrs. Leiss replied that the agency that provides substitutes for our nurses will provide coverage until the district has someone in place.

A. Resignations

- 1. **Elizabeth B. Daley**; Level II Administrative Assistant, Evans Elementary School, for the purpose of retirement. Effective: March 1, 2021.
- 2. **Andrea M. Smith**; Food Service Part Time (3 hours/day), Senior High School. Effective: January 27, 2021.
- 3. **Linda A. Spivey**; Registered Nurse, Brooke Elementary School, for the purpose of retirement. Effective: February 11, 2021.
- 4. **Susan S. Warren**; Instructional Assistant, 9th Grade Center. Effective: January 29, 2021.

B. Leaves of Absence

- 1. **Katelyn A. Sperring**; Elementary Teacher, Brooke Elementary School, for a child-rearing leave of absence per the Professional Agreement. Effective: January 25, 2021 through the 2020-2021 school year.

C. Support Staff

1. **Shelby J. Boothman**; Level III Secretary, Limerick Elementary School, replacing Marianne A. Quinty who had a change of status. Compensation has been set at \$16.52/hour with benefits per the Secretarial Benefit Summary. Effective: February 16, 2021.
2. **Elizabeth Rio**; Level II Administrative Assistant- Accounting Specialist, District Office, replacing Diane Obenshine who retired. Compensation has been set at \$19.23/hour with benefits per the Secretarial Benefit Summary. Effective: February 8, 2021.
3. **Jeanette E. Roberts**; Instructional Assistant, 5/6 Grade Center, replacing Tiffany S. Williams who resigned. Compensation has been set at \$17.36/hour with benefits per the Instructional Assistant Benefit Summary. Effective: February 25, 2021.

D. Change of Status

1. **Cheryl L. Santiago**; Food Service Part-Time (3.25 hours/day) Royersford Elementary School, to Food Service Full-Time (6 hours/day) Royersford Elementary School, replacing Elizabeth D. Robillard who resigned. Compensation has been set at \$16.79/hour with benefits per the Food Service Benefit Summary. Effective: February 1, 2021

- E. Administration recommends approval of the attached extra-curricular contracts for the 2020-2021 school year. Payments of extra-curricular stipends shall be contingent upon the reopening of schools and the ability as determined by the Administration to provide such extra-curricular offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania. The district reserves the right to prorate or not pay stipends in the event of a school closure, school modification, and/or discontinuation of the activity due to pandemic or other events surrounding the pandemic.

(Attachment A4)

VII. FINANCE

Mrs. Melton asked for clarification on Item D2 and E saying they appeared to be the same service but are for two different entities and dollar amounts. Mr. Rizzo advised that the district will need to fill a gap for a 4-week period of time while a staff member is on leave. He added that filling this position has been very challenging, so we are dividing the caseload up between the two agencies.

- 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. General Fund Checks
Check No. 212293 – 212400 \$ 506,455.70
2. Food Service Checks
Check No. 2077 – 2104 \$ 7,606.19
4. Capital Projects
Reserve Fund: Check No. 87 \$ 2,686.88

4. General Fund, Food Service, Capital Reserve & Projects ACHs
ACH 202101074 – 202101257 \$ 2,858,855.81
5. Wires
202000083 – 202000094 \$ 2,430,244.08

C. The following monthly Board reports are submitted for your approval:

- Skyward Reports
 - Check Register (General Fund, Food Service, Capital Reserve, Capital Projects, Scholarships and Wires)
 - ACH Check Register (General Fund, Food Service, Capital Reserve, and Capital Projects)
 - Wires Register (General Fund, Food Service, Capital Reserve, and Capital Projects)

D. Administration recommends approval of the following independent contracts:

1. **Montgomery County Intermediate Unit – Norristown, PA.** Provide the Spring-Ford Area School District with an appropriately certified Special Education Supervisor from April 12, 2021 through June 30, 2021 for a staff leave of absence. Services will be provided at a per diem rate of \$525.00. Funding will be paid from the Special Education Budget.
2. **Chester County Intermediate Unit – Downingtown, PA.** Provide speech and language services during a 4-week staff leave of absence. Funding will be paid from the Special Education Budget and shall not exceed \$6,800.00.
3. **Pediatric Therapeutic Services, Inc. – Conshohocken, PA.** Provide Board Certified Behavior Analyst services including supervision, training, direct support, programming, and consultation for the full-time autistic support class at the 5/6/7 Grade Center and provide a cohesive program both at Limerick Elementary and the 5/6/7 Grade Center. This contract will be instrumental in transitioning services from Behavior Intervention to Pediatric Therapeutic Services, Inc. Services will be provided for up to a total of 25 hours per month for 5 months at a rate of \$78.99 per hour. Funding will be paid from the Special Education Budget and shall not exceed \$9,873.75.
4. **Valley Forge Educational Services (The Vanguard School) – Malvern, PA.** Provide food services during the 2020-2021 school year for a special needs student who receives educational services as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$600.00.
5. **SPARKS Foundation – Mohnton, PA.** Provide a Virtual STEM Class including a chat session. Students at Spring City Elementary will participate in an hour-long, hands-on chemistry lesson is based on the 3 states of matter and the basic tenets of the scientific method. There is no cost for this virtual program as it is being funded by a private donor who is a former student of Spring City Elementary School.
6. **Musicopia – Philadelphia, PA.** Provide a Virtual Mini-Artist in Residency Bucket Drumming Program with Leon Jordan for fourth grade students at Spring City Elementary. There is no cost to the district as funding will be paid through a grant from The Bard Foundation.

7. **Jump for Jill – New Kensington, PA.** Provide a Virtual Fitness Program for students at Limerick Elementary, Spring City Elementary and Upper Providence Elementary, Schools. Funding will be paid through a Farm to School Grant from the Pennsylvania Department of Agriculture and shall not exceed a total of \$13,218.00 (\$4,406.00 per school).
- E. Administration recommends approval of an addendum to the 3-year independent contract agreement (7/1/2020 – 6/30/2023) with Pediatric Therapeutic Services, Inc. in Conshohocken, PA which was board approved in June 2020. This addendum is necessary due to additional costs to provide speech and language services during a 4-week staff leave of absence. Funding will be paid from the Special Education Budget and shall not exceed \$4,170.00.
- F. Administration recommends approval of an addendum to the contract originally approved in June 2020 with Variety Club Camp and Developmental Center for the provision of Extended School Year services for special needs students as per their IEPs. The original contract was approved for an amount not to exceed \$32,360.00 and must be amended to accurately account for services rendered. The new contract amount shall not exceed \$32,900.00 and will be paid from the Special Education Budget.
- G. Administration recommends approval of a Letter of Agreement between the Spring-Ford Area School District and Thom Stecher and Associates for the provision of 5 total sessions of a Wellness and Self-Care Series during the 2020-2021 school year for all staff at a rate of \$250.00 per session. In addition, Thom Stecher and Associates will provide 2 Social Emotion Learning Coaching Sessions for the coaching group identified at a rate of \$650.00 per session. Funding will be paid from Title IIA Funds and shall not exceed \$2,550.00.

VIII. PROGRAMMING AND CURRICULUM

There were no questions or comments.

- A. Administration recommends the approval of the purchase of textbooks, digital licenses and teacher resources for World Languages Levels 1 and 2 (Spanish, French & German) from Vista Higher Learning. Funding will be paid from the Curriculum Budget and shall not exceed \$179,499.80.
- B. Administration recommends the approval of the purchase of textbooks, digital licenses and teacher resources for French 3 from Vista Higher Learning. Funding will be paid from the Curriculum Budget and shall not exceed \$10,739.77.

IX. CONFERENCES AND WORKSHOPS

Mrs. Zasowski commented that it is her understanding that the district will be seeing more of these conference requests with regards to Title IX which are specific to their job. Mr. Rizzo replied this was correct and with the advent of the new Title IX regulations there are additional positions or clearly defined positions within the Title IX Team so those specific people will need to get training specific to those positions. He added that as of now this is the only vendor we can find to provide this training, so we are stuck with this high-ticket price. He advised that there will be additional staff members with training requests on future agendas for approval.

- A. **Heather Nuneviller** and **Dr. Theresa Weidenbaugh**, Principals, to attend “*Title IX Hearing Officer and Decision-Maker*” virtual training and certification course on March 22 and 23, 2021. The total cost of this training and certification is \$3,398.00 (registration). No substitutes are needed.

X. OTHER BUSINESS

There were no questions or comments.

A. The following policies are submitted as a second reading for approval at next week's meeting:

1. Policy #103.1 – PROGRAMS: Nondiscrimination - Qualified Students with Disabilities **(Attachment A5)**
2. Policy #231 – PUPILS: Social Events and Class Trips **(Attachment A6)**
3. Policy #232 – PUPILS: Student Involvement in Decision-Making **(Attachment A7)**
4. Policy #234 – PUPILS: Pregnant/Married Students **(Attachment A8)**
5. Policy #252 – PUPILS: Dating Violence **(Attachment A9)**
6. Policy #301 – ADMINISTRATIVE EMPLOYEES: Creating a Position **(Attachment A10)**
7. Policy #313 – ADMINISTRATIVE EMPLOYEES: Evaluation of Employees **(Attachment A11)**
8. Policy #316 – ADMINISTRATIVE EMPLOYEES: Nontenured Employees **(Attachment A12)**
9. Policy #319 – ADMINISTRATIVE EMPLOYEES: Outside Activities **(Attachment A13)**

B. The following policies are submitted as a first reading:

1. Policy #203.1 – PUPILS: Exclusion from School – Bloodborne Pathogens **(Attachment A14)**
2. Policy #204 – PUPILS: Attendance **(Attachment A15)**
3. Policy #308 – ADMINISTRATIVE EMPLOYEES: Employment Contract/Board Resolution **(Attachment A16)**
4. Policy #309 – ADMINISTRATIVE EMPLOYEES: Assignment and Transfer **(Attachment A17)**
5. Policy#417.1 – PROFESSIONAL EMPLOYEES: Disciplinary Procedures **(Attachment A18)**

XI. BOARD COMMENT

Mr. DiBello commented that he is excited to hear that the administration is starting to plan for the next school year as it is important to plan rather than react. He stated that he believes we need to plan that there are not going to be many changes for the next school year as come August it will not be going back to normal. He also commented stated that as they begin the budgeting process for 2021-2022 school year it is better to have an idea of items needed to support the different options. Mr. DiBello advised that at the Curriculum and Technology Committee meeting he had brought up looking at the possibility of getting cameras for certain classrooms. Mr. Rizzo replied that everything is on the table and that we will need to see what it will all look like going forward.

Mr. Jackson thanked Mr. Hunter and his team for the efforts they made in removing snow during the recent storms as they did a great job in keeping things functioning from a traffic perspective. Mr. Jackson asked Dr. Colyer to put dates to the list he presented so this can be conveyed to parents so they can make the decisions they need to make.

XII. PUBLIC TO BE HEARD

Mary Jo McNamara, Royersford, thanked the Administration for working to get students back in school 4-days a week.

Abby Deardorff, Royersford, thanked Mr. Rizzo and Mr. DiBello for acknowledging the need to prepare for next year saying she is interested in knowing what the planning will entail.

Farrah Aversano, Collegeville, requested that if the district plans on recruiting parents to help with senior events that they should recruit parents with experience and communicate the plans to all parents in order to ensure inclusive, safe, and memorable events.

XIII. ADJOURNMENT

Mrs. Fazzini made a motion to adjourn and Mrs. Melton seconded it. The motion passed 9-0. The meeting adjourned at 9:29 p.m.

Respectfully submitted,

Diane M. Fern
School Board Secretary.

On February 22, 2021 Board Meeting of the Board of School Directors of the Spring-Ford Area School District was called to order at 7:35 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I: Linda C. Fazzini and Dr. Margaret D. Wright
Region II: Clinton L. Jackson
Region III: Thomas J. DiBello, Christina F. Melton and Diane C. Sullivan
Presiding Officer: Colleen Zasowski
Asst. Superintendent: Robert W. Rizzo
Chief Financial Officer: James D. Fink
Solicitor: Mark Fitzgerald, Esq.
Student Reps.: Eshika Seth and Allison McVey

The following Board Members participated via Zoom: **Wendy Earle** and **David R. Shafer**

ANNOUNCEMENTS

Mrs. Zasowski reminded the public of the process for attendance at the meeting and for making public comments at the beginning and end of the meeting.

Eshika welcomed the Class of 2034 and stated that kindergarten registration is now open. She advised that children living in the district who will be five years old by August 30, 2021 are eligible to attend kindergarten next year. She stated that parents can find more information regarding registration by visiting the school district's website. Eshika congratulated the High School Boys' Wrestling Team and the High School Girls' Basketball Team on their PAC Conference Championship. Both teams will now advance to their respective PIAA District One Tournament.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

There were no comments from the public.

II. PRESENTATIONS

Mr. Alexander Cifelli informed everyone that this year there will be 3 performances of the high school musical. He reported that this year COVID challenges made it necessary to create a different type of musical. He added that it was felt that it was best to create 3 separate casts so that each cast only worked with those within their cast thereby limiting exposure and making contact tracing easier in the event that had to occur. Mr. Cifelli advised that there will not be a live audience this year but rather the shows will be live-streamed and anyone interested in seeing the show can pay a fee in order to live-stream the show. He showed a clip from the show which provided an overview of the coordination of the 3 separate casts. Mr. Cifelli announced that the show will take place and be streamed on March 5th and 6th. Additional information is available on the district's website.

- A. **Alexander Cifelli**, Music Teacher and Spring Musical Director, to provide a glimpse of the Spring-Ford Area High School's Spring Musical ***Guys and Dolls***.

Chief Boyer gave overview of Spring-Ford's Antigen Testing. He advised that the Antigen Testing Program is available due to a partnership with CHOP as well as the Montgomery County Office of Public Health. He commented that it is not expected that there will be a large number of positive test results as this testing is for asymptomatic individuals and staff

who are not feeling well should not be reporting to work anyway. Chief Boyer reported that the test results will be transmitted securely to the staff member's email address. He commented that the reason for offering this antigen testing is to help keep staff members comfortable with coming into our buildings. He advised that it is planned that the testing will be up and running in about two weeks and that the pilot will launch at Limerick Elementary School with a drive through test site from 6:00 a.m. to 8:00 a.m. beginning on March 8th and 9th. Chief Boyer stated that it is anticipated that during the pilot testing there will be roughly 25 voluntary participants per day. He reported that the testing will be done via a nasal swab and if negative the employee will receive an email and text advising them of the result but if positive the employee will be called and will be provided directions to immediately report for an additional test. The district COVID Liaisons will also contact the employee to begin contact tracing and provide quarantining guidelines to the employee. He added that in the event of an invalid test result the employee will be asked to return to the test site for a second test to be administered. Chief Boyer reported that the plan is to begin Phase 1 on March 15th with testing taking place each week on Monday and Tuesday from 6-8 a.m. at Limerick Elementary via a drive thru test site and it is expected that there may be up to 120 voluntary participants each day. Chief Boyer spoke of pre-registering for the antigen testing in order to get a QR code that will be needed at the test site. He thanked every-one involved in helping to put this initiative together.

Mrs. Melton asked if the pre-registration needed to be done every week or if it was only required once. Chief Boyer replied that it could be either or and that people could certainly make their own QR code which could be used for as long as the program was running. She next asked about the notification process for the secure results and Chief Boyer replied with the first positive the notification goes directly to the employee to notify them of the need for a second test to be run but in the event of a second positive test result then the entire COVID Response Team will be notified in order to put the proper measures in place.

Mrs. Zasowski asked about the reliability of the testing and Chief Boyer responded that he did not have the actual percentages but that the test was fairly reliable.

Mr. DiBello asked for clarification on the notification of a positive testing and how the district ensures that the staff member will report for the second testing if the notification only went to them. Chief Boyer advised that in addition to the employee that someone inside of the testing group knows the results and will make sure the second test was done and that the staff member did not report to work without it being done.

B. **Chief David Boyer**, Coordinator of Safety, Security and Emergency Preparedness, to present an Overview on Antigen Testing in the Spring-Ford Area School District.

III. BOARD AND COMMITTEE REPORTS

Student Rep. Report Eshika Seth/Allison McVey

Allison reported on events that took place which included the end of the second and beginning of the third marking periods, the start of 4 days a week of in-person learning, senior sibling and then and now photos being due, a Montco virtual information session for interested students, Royersford Elementary hosting a Divine Apples Fundraising event, National School Counselor Week, quarter 2 report cards were released, students being off on February 12th and 15th, and a Future Planning Center sophomore parent presentation. Eshika reported on the upcoming events which included the ASVAB testing, PSAT testing, 7th grade picture retake day, Royersford Elementary Virtual Scholastic Book Fair, Winter Keystones, the High School Spring Musical, the District String Jamboree Concert, the Hope for Tomorrow presentation at the 9th Grade Center, SAT's, Indoor Percussion/Guard Senior Night, Royersford Elementary Virtual Reading Olympics, MCCC placement testing, the Marching Band Concert and Spring Break.

Extracurricular David Shafer 1st Tues. 6:30 p.m.

Mr. Shafer reported on the Extracurricular Committee meeting that took place virtually on February 2, 2021. The minutes from this meeting will be posted once approved at the committee level.

Finance Thomas DiBello 2nd Tues. 6:30 p.m.

Mr. DiBello reported on the Finance Committee meeting that took place on February 9, 2021. The minutes from this meeting will be posted once approved at the committee level.

Property Clinton Jackson 2nd Tues. 7:30 p.m.

Mr. Jackson reported on the Property Committee meeting that took place on February 9, 2021. The minutes from this meeting will be posted once approved at the committee level.

Policy Wendy Earle 3rd Mon. 6:30 p.m.

Mrs. Earle reported on the Policy Committee meeting that took place on February 16, 2021. The minutes from this meeting will be posted once approved at the committee level.

Curriculum/Technology Linda Fazzini 3rd Mon. 7:30 p.m.

Mrs. Fazzini reported on the meeting that took place on February 16, 2021. The minutes from this meeting will be posted once approved at the committee level.

Legislative Committee Christina Melton 3rd Weds. 7:30 p.m.

Mrs. Melton reported that Legislative Committee met on February 10th and present for the meeting was Representative Joseph Ciresi. She advised that the meeting focused around charter school funding and the fact that Governor Wolf's budget includes a lot of charter school reform. Mrs. Melton commented that the charter school costs passed onto school districts are significantly higher than what it actually costs to educate a student. She reported that House Bill 534 speaks to identifying different levels of special education with regards to the educational costs in terms of charter school reimbursement. Mrs. Melton stated that Mr. Ciresi had introduced a memorandum to the House Members focused on charter reform so there is a lot of movement in this area. She added that he has been working on an OP-Ed and a number of school districts in Montgomery County will be signing onto this as well to be printed in conjunction with the release of House Bill 272 which will be coming up.

Mr. DiBello cautioned about getting too hyped up over this as this has been discussed many times over the past years. Mrs. Zasowski asked if there was anything the board or public could do to voice their support of charter school reform and it was advised that everyone reach out to their local representatives to urge them to vote in favor of this.

Asst. Superintendent Rpt. Robert Rizzo

Mr. Rizzo reported that the 2021-2022 planning process is moving forward as a meeting was held with what he called the beginnings of a Steering Committee which involved central administration and SFEA officers. He added that the goal with this initial meeting was to discuss how to best plan for next year. Mr. Rizzo advised that the thoughts are for the planning committees to consist of district office administrators, building level administrators, general and special education teachers, psychologists, behavior specialists, in-person, cyber, virtual school teachers and nurses. He added that there is a plan to provide for an opportunity for parent feedback to be submitted. He stated that they will be meeting again this Friday with input from each Steering Committee member. Mr. Rizzo next provided an update on Senior High School activities saying that Dr. Colyer has begun collecting information via student survey and parent feedback form. He advised that there have been 299 students who submitted responses via the survey and 32 parents who submitted the feedback form thus far. Mr. Rizzo reported that they are currently doing work to increase the stadium capacity as well as looking into ways of navigating indoor capacity with larger events. He added that the Montgomery County Office of Public Health is answering a call from school district superintendents to provide guidance for end of the year activities and it is anticipated that this will be received some-

time this week or early next week. Mr. Rizzo spoke about the factors that are used in making a decision regarding weather closures and he reminded parents of this as well as the details that pertained to today's decision. He acknowledged the efforts of the bus drivers, Lora Sanderson, and Vanessa Puco in getting students home safely while maintaining timely communication. Mr. Rizzo recognized the staff members on the agenda who have announced their retirements. He read each retiree's name and provided their years of service to the district.

Mr. Jackson commended Mr. Rizzo on the weather prediction today. He asked Mr. Rizzo about the follow up Steering Committee meeting this Friday and the purpose of the meeting. Mr. Rizzo replied that the purpose was for central administration and SFEA officers to plan for the planning of future meetings regarding the upcoming school year and who all should be involved in those meetings. He added that there will be a need for sub-committees to be developed as it would be too chaotic to get too large a group in a room to work on all aspects for next year. Mr. Jackson asked how often the meetings will be held and Mr. Rizzo responded that they will meet as often as they need to so that a plan can be in place before summer. Mr. Jackson cautioned and urged that no one in the district tie any end of year events to the completion of the stadium as this is something we do not control. Mr. Jackson asked if the plan was to do a prom/dance or not to do one and Mr. Rizzo replied that the decision was made to not host a prom in the traditional sense and in his discussions with area and county superintendents it was evident that they are all in the same position where they are trying to figure out what is best as indoor venue cannot accommodate the number of students that we have. Mr. Rizzo stated that they are looking at a May 15th outdoor event to include some sort of formal attire to it and these details are still being worked on.

Nurse's Report Trisha Smith

Mrs. Smith provided an update on the district COVID numbers saying the past two weeks the nurses handled 46 positive cases of staff or students and of those 12 were infectious while in school and required contact tracing which resulted in 78 students or staff being quarantined as close contacts to the positive cases in school.

Mr. Jackson asked how many nurses are currently in the district and Mrs. Smith advised that currently the district employs 16 nurses, however two are retired and we are looking to replace them. She added that at the last board meeting the board approved the hiring of 2 additional certified school nurses which, after all positions are hired, would bring the district's total to 18.

Mr. DiBello asked for clarification on something said at the last meeting regarding the county looking at rechanging their approach to closing entire buildings down if there is a possible in school transmission and Mrs. Smith confirmed that they are now looking more to shutting down a classroom where the transmission occurred rather than using just numbers to close an entire building.

Solicitor's Report Mark Fitzgerald

There was no report.

IV. MINUTES

Mrs. Melton made a motion to approve Items A-C and Mr. Jackson seconded it. The motion passed 9-0.

- A. The Board approved the January 11, 2021 Work Session minutes. **(Attachment A1)**
- B. The Board approved the January 19, 2021 Special Board Meeting minutes. **(Attachment A2)**
- C. The Board approved the January 25, 2021 Board Meeting minutes. **(Attachment A3)**

V. PERSONNEL

Mr. Jackson asked that Item D3 be separated. Mrs. Zasowski asked that Item G be separated.

Mr. DiBello made a motion to approve Items A-F minus D3 and Mrs. Fazzini seconded it. The motion passed 9-0.

A. Resignations

1. **Elizabeth B. Daley**; Level II Administrative Assistant, Evans Elementary School, for the purpose of retirement. Effective: March 1, 2021.
2. **Andrea M. Smith**; Food Service Part Time (3 hours/day), Senior High School. Effective: January 27, 2021.
3. **Linda A. Spivey**; Registered Nurse, Brooke Elementary School, for the purpose of retirement. Effective: February 11, 2021.
4. **Susan S. Warren**; Instructional Assistant, 9th Grade Center. Effective: January 29, 2021.

New Resignations

5. **Kathy E. Musselman**; Instructional Assistant, Senior High School, for the purpose of retirement. Effective: June 18, 2021.
6. **Randy Tobin**; Instructional Assistant, Senior High School, for the purpose of retirement. Effective: June 18, 2021.

B. Leave of Absence

1. **Katelyn A. Sperring**; Elementary Teacher, Brooke Elementary School, for a child-rearing leave of absence per the Professional Agreement. Effective: January 25, 2021 through the 2020-2021 school year.

New Leave of Absence

2. **Tiffany Sallemi**; Elementary Teacher, Oaks Elementary School, for a child-rearing leave of absence per the Professional Agreement. Effective: January 20, 2021 through the 2020-2021 school year.

C. Support Staff

1. **Shelby J. Boothman**; Level III Secretary, Limerick Elementary School, replacing Marianne A. Quinty who had a change of status. Compensation has been set at \$16.52/hour with benefits per the Secretarial Benefit Summary. Effective: February 16, 2021.
2. **Elizabeth E. Rio**; Level II Administrative Assistant- Accounting Specialist, District Office, replacing Diane Obenshine who retired. Compensation has been set at \$19.23/hour with benefits per the Secretarial Benefit Summary. Effective: February 8, 2021.
3. **Jeanette E. Roberts**; Instructional Assistant, 5/6 Grade Center, replacing Tiffany S. Williams who resigned. Compensation has been set at \$17.36/hour with benefits per the Instructional Assistant Benefit Summary. Effective: February 25, 2021.

New Support Staff

4. **Deirdre L. Davidson**; Instructional Assistant, 8th Grade Center, replacing Lisa M. Levensgood who resigned. Compensation has been set at \$17.36/hour with benefits per the Instructional Assistant Benefit Summary. Effective: February 22, 2021.
5. **Karl A. Hiller**; Maintenance III- Plumber, Maintenance and Operations Department, replacing Kenneth M. Kulp who resigned. Compensation has been set at \$30.00/hour with benefits per the Maintenance Benefit Summary. Effective: March 1, 2021.

D. Change of Status

Mr. DiBello made a motion to approve Item D3 and Mrs. Melton seconded it. Mr. Jackson asked about the \$5.00/hour stipend and if the position that Mr. Ziegler held before would be filled or eliminated? Mrs. Leiss replied that the position of Supervisor of Operations, Maintenance and Facilities would be posted on Wednesday if Item D3 is approved this evening. Mrs. Leiss next explained that in the Maintenance Plan the Maintenance Foreman and the Grounds Foreman receive an extra \$5.00/hour and it is listed as a stipend in that benefit summary. The motion passed 9-0.

1. **Cheryl L. Santiago**; Food Service Part-Time (3.25 hours/day) Royersford Elementary School, to Food Service Full-Time (6 hours/day) Royersford Elementary School, replacing Elizabeth D. Robillard who resigned. Compensation has been set at \$16.79/hour with benefits per the Food Service Benefit Summary. Effective: February 1, 2021.

New Changes of Status

2. **Trudi-Ann Shuler-Neumann**; Level III Secretary, Evans Elementary School, to Level II Administrative Assistant, Evans Elementary School, replacing Elizabeth B. Daley who retired. Compensation has been set at \$23.32/hour with benefits per the Secretarial Benefit Summary. Effective: March 2, 2021.
 3. **Barry L. Ziegler**; Supervisor of Operations, Maintenance and Facilities Department to Maintenance Foreman, Maintenance and Operations Department replacing Douglas A. Carson. Compensation has been set at \$32.41/hour plus the maintenance foreman stipend of \$5.00/hour with benefits per the Maintenance Benefit Summary. Effective: February 23, 2021.
- E. The Board approved the attached extra-curricular contracts for the 2020-2021 school year. Payments of extra-curricular stipends shall be contingent upon the reopening of schools and the ability as determined by the Administration to provide such extra-curricular offerings to students consistent with CDC guidelines and guidelines from the Commonwealth of Pennsylvania. The district reserves the right to prorate or not pay stipends in the event of a school closure, school modification, and/or discontinuation of the activity due to pandemic or other events surrounding the pandemic. * New Additions since the Work Session. (**Attachment A4**)

New Personnel Motions

- F. The Board gave approval **Christopher R. Talley** to be hired as 2021 Extended School Year Coordinator. Compensation has been set at \$40.00/hour plus benefits (FICA & Retirement), not to exceed 210 hours. Funding will be from the Special Education Budget. Effective: March 1, 2021.

Mrs. Melton made a motion to approve Item G and Mrs. Fazzini seconded it. Mr. Shafer commented that he has really appreciated Mr. Rizzo stepping right up and right into the role and he expressed that Mr. Rizzo has his full confidence and excitement on this new challenge. Mrs. Zasowski stated that this is why she separated it as she wanted to say to Mr. Rizzo to please continue. The motion passed 9-0.

- G. The Board appointed **Mr. Robert W. Rizzo** as Acting Superintendent at a stipend of \$5,000.00. Mr. Rizzo will serve as the Acting Superintendent effective February 2, 2021 through June 30, 2021. In the event this appointment must be extended, the District will consider such an action at a subsequent school board meeting.

VI. FINANCE

Mr. DiBello made a motion to approve Items A-G and Mrs. Fazzini seconded it. The motion passed 9-0.

- 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. 212293 – 212400	\$ 506,455.70
2. <u>Food Service Checks</u>	
Check No. 2077 – 2104	\$ 7,606.19
4. <u>Capital Projects</u>	
Reserve Fund: Check No. 87	\$ 2,686.88
4. <u>General Fund, Food Service, Capital Reserve & Projects ACHs</u>	
ACH 202101074 – 202101257	\$ 2,858,855.81
5. <u>Wires</u>	
202000083 – 202000094	\$ 2,430,244.08

C. The following monthly Board reports were approved:

- Skyward Reports
 - Check Register (General Fund, Food Service, Capital Reserve, Capital Projects, Scholarships and Wires)
 - ACH Check Register (General Fund, Food Service, Capital Reserve, and Capital Projects)
 - Wires Register (General Fund, Food Service, Capital Reserve, and Capital Projects)

D. The Board approved the following independent contracts:

1. **Montgomery County Intermediate Unit – Norristown, PA.** Provide the Spring-Ford Area School District with an appropriately certified Special Education Supervisor from April 12, 2021 through June 30, 2021 for a staff leave of absence. Services will be provided at a per diem rate of \$525.00. Funding will be paid from the Special Education Budget.

2. **Chester County Intermediate Unit – Downingtown, PA.** Provide speech and language services during a 4-week staff leave of absence. Funding will be paid from the Special Education Budget and shall not exceed \$6,800.00.
3. **Pediatric Therapeutic Services, Inc. – Conshohocken, PA.** Provide Board Certified Behavior Analyst services including supervision, training, direct support, programming, and consultation for the full-time autistic support class at the 5/6/7 Grade Center and provide a cohesive program both at Limerick Elementary and the 5/6/7 Grade Center. This contract will be instrumental in transitioning services from Behavior Intervention to Pediatric Therapeutic Services, Inc. Services will be provided for up to a total of 25 hours per month for 5 months at a rate of \$78.99 per hour. Funding will be paid from the Special Education Budget and shall not exceed \$9,873.75.
4. **Valley Forge Educational Services (The Vanguard School) – Malvern, PA.** Provide food services during the 2020-2021 school year for a special needs student who receives educational services as per the IEP. Funding will be paid from the Special Education Budget and shall not exceed \$600.00.
5. **SPARKS Foundation – Mohnton, PA.** Provide a Virtual STEM Class including a chat session. Students at Spring City Elementary will participate in an hour-long, hands-on chemistry lesson is based on the 3 states of matter and the basic tenets of the scientific method. There is no cost for this virtual program as it is being funded by a private donor who is a former student of Spring City Elementary School.
6. **Musicopia – Philadelphia, PA.** Provide a Virtual Mini-Artist in Residency Bucket Drumming Program with Leon Jordan for fourth grade students at Spring City Elementary. There is no cost to the district as funding will be paid through a grant from The Bard Foundation.
7. **Jump for Jill – New Kensington, PA.** Provide a Virtual Fitness Program for students at Limerick Elementary, Spring City Elementary and Upper Providence Elementary, Schools. Funding will be paid through a Farm to School Grant from the Pennsylvania Department of Agriculture and shall not exceed a total of \$13,218.00 (\$4,406.00 per school).

New Independent Contract

8. **Chester County Intermediate Unit – Downingtown, PA.** Provide School Year services for special needs students as per their IEPs. Funding will be paid from the Special Education Budget and shall not exceed \$63,000.00.
- E. The Board approved an addendum to the 3-year independent contract agreement (7/1/2020 – 6/30/2023) with Pediatric Therapeutic Services, Inc. in Conshohocken, PA which was board approved in June 2020. This addendum is necessary due to additional costs to provide speech and language services during a 4-week staff leave of absence. Funding will be paid from the Special Education Budget and shall not exceed \$4,170.00.
- F. The Board approved an addendum to the contract originally approved in June 2020 with Variety Club Camp and Developmental Center for the provision of Extended School Year services for special needs students as per their IEPs. The original contract was approved for an amount not to exceed \$32,360.00 and must be amended to accurately account for services rendered. The new contract amount shall not exceed \$32,900.00 and will be paid from the Special Education Budget.

- G. The Board approved a Letter of Agreement between the Spring-Ford Area School District and Thom Stecher and Associates for the provision of 5 total sessions of a Wellness and Self-Care Series during the 2020-2021 school year for all staff at a rate of \$250.00 per session. In addition, Thom Stecher and Associates will provide 2 Social Emotion Learning Coaching Sessions for the coaching group identified at a rate of \$650.00 per session. Funding will be paid from Title IIA Funds and shall not exceed \$2,550.00.

VII. NEW PROPERTY

Mr. DiBello made a motion to approve Items A-B and Mr. Jackson seconded it. The motion passed 9-0.

- A. The Board approved the purchase and installation of one (1) Hanwha PNM-9000VD replacement camera for the Spring-Ford High School Fitness Center to increase the current camera coverage area. The existing camera being replaced will be repurposed in the High School to replace one of the failing Avigilon Cameras. Funding will come from the Capital Reserve and shall not exceed \$1,895.00, PSX CoStars.
- B. The Board approved the expenditure of Capital Funds not to exceed \$100,000.00 for construction modifications to Coach McNelly Stadium for code compliance to meet an 8,000 person occupancy capacity.

VIII. PROGRAMMING AND CURRICULUM

Mrs. Fazzini made a motion to approve Items A-D and Mrs. Earle seconded it. The motion passed 9-0.

- A. The Board approved the purchase of textbooks, digital licenses and teacher resources for World Languages Levels 1 and 2 (Spanish, French & German) from Vista Higher Learning. Funding will be paid from the Curriculum Budget and shall not exceed \$179,499.80.
- B. The Board approved the purchase of textbooks, digital licenses and teacher resources for French 3 from Vista Higher Learning. Funding will be paid from the Curriculum Budget and shall not exceed \$10,739.77.

New Programming and Curriculum

- C. The Board approved the purchase of a Fortinet Firewall and Core Switch for the 2021-2022 School Year off a PEPPM Mini-Bid as part of the long-term IT Infrastructure Plan previously reviewed with and approved by the Curriculum/Technology Committee. The total equipment cost shall not exceed \$450,000.00 and will be self-financed from the Capital Reserve Fund, and then repaid from the Technology Budget over five years. The purchase is E-Rate eligible with a 40% subsidy. The net expenditure after the subsidy will be approximately \$270,000.00.
- D. The Board approved the purchase of end-user technology equipment as part of the summer refresh. Vendor quotes were received through the PEPPM government contract. The total cost shall not exceed \$1,650,000.00 and will be self-financed from the Capital Reserve Fund and then repaid from the Technology Budget over four years.

IX. CONFERENCES AND WORKSHOPS

Mrs. Fazzini made a motion to approve Items A-B and Mrs. Melton seconded it. The motion passed 9-0.

- A. **Heather Nuneviller** and **Dr. Theresa Weidenbaugh**, Principals, to attend "*Title IX Hearing Officer and Decision-Maker*" virtual training and certification course on March 22

and 23, 2021. The total cost of this training and certification is \$3,398.00 (registration). No substitutes are needed.

New Conference and Workshop

- B. **Sydney McGill**, Human Resources Manager and Title IX Compliance Officer, to attend *"Title IX K-12 Coordinator Two: Advanced"* virtual training on March 16 and 17, 2021. The total cost of this training is \$699.00 (registration). No substitute is needed.

X. OTHER BUSINESS

Mr. DiBello made a motion to approve Item A and Mrs. Fazzini seconded it. The motion passed 9-0.

- A. The following policies were approved:

1. Policy #103.1 – PROGRAMS: Nondiscrimination - Qualified Students with Disabilities **(Attachment A5)**
2. Policy #231 – PUPILS: Social Events and Class Trips **(Attachment A6)**
3. Policy #232 – PUPILS: Student Involvement in Decision-Making **(Attachment A7)**
4. Policy #234 – PUPILS: Pregnant/Married Students **(Attachment A8)**
5. Policy #252 – PUPILS: Dating Violence **(Attachment A9)**
6. Policy #301 – ADMINISTRATIVE EMPLOYEES: Creating a Position **(Attachment A10)**
7. Policy #313 – ADMINISTRATIVE EMPLOYEES: Evaluation of Employees **(Attachment A11)**
8. Policy #316 – ADMINISTRATIVE EMPLOYEES: Nontenured Employees **(Attachment A12)**
9. Policy #319 – ADMINISTRATIVE EMPLOYEES: Outside Activities **(Attachment A13)**

- B. The following policies are submitted as a first reading:

1. Policy #203.1 – PUPILS: Exclusion from School – Bloodborne Pathogens **(Attachment A14)**
2. Policy #204 – PUPILS: Attendance **(Attachment A15)**
3. Policy #308 – ADMINISTRATIVE EMPLOYEES: Employment Contract/Board Resolution **(Attachment A16)**
4. Policy #309 – ADMINISTRATIVE EMPLOYEES: Assignment and Transfer **(Attachment A17)**
5. Policy#417.1 – PROFESSIONAL EMPLOYEES: Disciplinary Procedures **(Attachment A18)**

XI. DISCUSSION ITEM

The Board discussed the options for beginning the Superintendent Search process and the pros and cons of going with the MCIU which was offering a free search process or paying one of the other three firms who submitted a proposal but had charges associated with their services. All were in agreement that a search should be done in order to assure the best qualified candidate was chosen. Questions were raised with regards to the timing of the search in light of Mr. Rizzo just being appointed as the Acting Superintendent and everyone agreed that there was not a need to rush to a decision tonight but rather continue the discussions at the next board meeting.

- A. Superintendent Search

XII. BOARD COMMENT

Mrs. Zasowski spoke about a letter sent to the board regarding the forgiveness of tax penalties for late payment of real estate taxes due to the U.S. Mail being delayed. The Board Members were all in agreement that there was plenty of time for the tax payment to be made and that this was not something they wished to override or tackle.

Mr. Jackson praised Mr. Hunter and his staff on the snow removal that took place at all district buildings which allowed for the busses to safely pick up and drop off students as well as staff members to be able to safely park in our building parking lots. Mrs. Zasowski added her thanks as well saying their efforts also helped to keep safe the student drivers.

Mrs. Zasowski reminded the board that there will be a two-hour board retreat on March 6th and that she has secured the services of Tina Viletto from the MCIU to run the retreat.

XIII. PUBLIC TO BE HEARD

Mary Jo McNamara, Royersford, requested that the survey results regarding prom be shared with the parents of seniors in order to know what is being planned so that there is no duplication of any of the events.

XIV. ADJOURNMENT

Mrs. Fazzini made a motion to adjourn and Mrs. Sullivan seconded it. The motion passed 9-0. The meeting adjourned at 9:26 p.m.

Respectfully submitted,

Diane M. Fern
School Board Secretary

2020-2021 EXTRACURRICULAR CONTRACTS
MARCH 2021

	Contract Title	Season	Last	First	Stipend
1	Family & Consumer Science Department Head (Prorated)	Year	Borgnis	Melinda J.	\$1,934.00
2	Volleyball Intramural-HS	Spring	Caldwell	David A.	\$678.00
3	Volleyball Intramural-HS	Spring	Greene	Mallory R.	\$678.00
4	HS Club #5 - Commencement Speaker Coordinator-HS	Spring	Miscavage	Susan C	\$402.00
5	9th Grade Lacrosse Coach-Girls'	Spring	Moley	Marisa	\$3,186.00

Book	Policy Manual
Section	200 Pupils
Title	Bloodborne Pathogens
Code	203.1
Status	
Adopted	March 25, 1991
Last Revised	January 25, 2021

Purpose

The Board is committed to providing a safe, healthy environment for its students and employees. The purpose of this policy shall be to safeguard the health and well-being of students and employees while protecting the rights of the individual.

This policy is based on current evidence that bloodborne pathogens (including, but not limited to, HIV, Hepatitis B, and Hepatitis C) are not normally transmissible by infected individuals within the school setting, except as noted in the CDC's universal precautions for bodily fluids discussed below.

Definitions

HIV - the Human Immunodeficiency Virus (HIV), causes Acquired Immune Deficiency Syndrome (AIDS).

HBV - refers to the disease caused by HBV or Hepatitis B virus.

Bloodborne Pathogens – Disease producing microorganisms capable of being transmitted in blood, among other things, Hepatitis B (HBV) and Hepatitis C.

CDC - United States Public Health Service Centers for Disease Control and Prevention.

Infected Students - Students infected with HIV or other bloodborne pathogens, including students who are asymptomatic.

Authority

This policy shall apply to all students and employees in all programs conducted by the school district.

The Board establishes that the established Board policies, administrative regulations, and school rules that relate to illnesses and other diseases among students shall also apply to infected students.[1][\[2\]](#)

Delegation of Responsibility

The Superintendent or a designee shall serve as the central contact for handling and releasing all information concerning infected students.

The district shall not unlawfully discriminate against a student with a bloodborne pathogen infection. All district employees shall strive to maintain a

respectful school climate and to prohibit physical or verbal harassment of any individual or group, including infected students.[4]

All employees shall be required to consistently follow infection control/universal precautions for transmission of bloodborne pathogens in all settings and at all times, including playgrounds and school buses.

The Superintendent or a designee shall make this policy available to all students, persons in parental relations, and the public through posting on the district's website and through other efficient means of communication.

The Superintendent or a designee shall review and report the effectiveness of this policy to the Board, and make recommendations for updates to this policy based on medical research and developments.

Guidelines

Attendance

The Board shall not require routine screening tests for Bloodborne pathogen infection in the school setting, nor will such tests be a condition for school attendance.[3]

Infected students have the same right to attend school and receive services as any other students and shall be subject to the same policies and rules. Infection with a blood borne pathogen shall not be the sole factor in decisions concerning class assignments, privileges, or participation in any school-sponsored activity. [4][5]

School authorities shall determine the educational placement of infected students on a case-by-case basis by following established policies and procedures for students with chronic health problems and, where applicable, students with disabilities.

First consideration must be given to maintaining the infected student in a regular assignment. Any decision for an alternative placement must be supported by specific facts and data.

An infected student who is unable to attend school, as determined by a medical examination, shall be considered for homebound instruction or an alternative placement.[6][7][8]

An infected student may be excused from school attendance if the person in parental relation seeks such excuse based on the advice of medical or psychological experts treating the student.[2][7][9]

An infected student's placement shall be reassessed if there is a change in the student's condition or the student's need for accommodations.

Confidentiality

When an infected student's person in parental relation voluntarily disclose information regarding the student's condition, the District employee who receives this information shall obtain written consent of the person in parental relation to disclose the information to the Superintendent or designee. [10]

The Superintendent or a designee shall determine which school personnel will receive information about an infected student. The number of individuals informed of an infected student's status shall be kept to the minimum required to assure proper care and supervision of the student, as well as to protect the school population. Anonymity shall have high priority.

All district employees have a duty to preserve the confidentiality of all information concerning an infected student. Disciplinary action shall result from a breach of confidentiality by an employee.

All health records, notes and other documents referring to a student's infected status and/or condition shall be secured and kept confidential.[10][11]

Information about infected students in the school setting shall not be disclosed to the general public, other school employees or other groups without court order or the informed, written, signed and dated consent of the infected student or their person in parental relation if a legal minor.

Infection Control

Universal precautions, as recommended by the CDC, shall be followed for exposure to blood, vaginal secretions, semen or any other body fluid contaminated with blood, such as nasal secretions, sputum, vomitus, urine and feces.

Employees shall treat all body fluids as hazardous and follow universal precautions.

Employees shall notify the school nurse who will inform the building principal of all incidents of exposure to bodily fluids and when a student's health condition or behavior presents a reasonable risk of transmitting an infection.

The school district shall maintain and keep reasonably accessible all designated equipment and supplies necessary for infection control.

Staff Development

The District shall provide factual and current information on bloodborne pathogens, as well as guidance on infection control procedures, to district students and staff.

Designated district employees shall receive additional specialized training appropriate to their positions and responsibilities.

Prevention Education

The goals of Bloodborne pathogen prevention education shall be to promote healthy living and discourage the behaviors that put people at risk of acquiring HIV/HBV. Prevention education shall be taught at every level as part of the curriculum, be appropriate to students' developmental maturity, and include accurate information about reducing the risk of infection.[\[12\]](#)

Prior to Bloodborne pathogen prevention education instruction, the District shall inform the persons in parental relations that curriculum outlines and materials to be used shall be available for review.[\[12\]](#)[\[13\]](#)[\[14\]](#)

A student shall be excused from Bloodborne pathogen prevention infection education when the instruction conflicts with the religious beliefs or principles of the student or person in parental relation, upon written request of the student's person in parental relation.[\[2\]](#)[\[6\]](#)[\[15\]](#)

Legal

1. Pol. 203
2. [Pol. 204](#)
3. 35 P.S. 7601 et seq.
4. Pol. 103
5. 24 P.S. 1327
6. 22 PA Code 11.25
7. 24 P.S. 1329
8. Policy 117
9. 24 P.S. 1330
10. 35 P.S. 7607
11. 24 P.S. 1409
12. 22 PA Code 4.29
13. 22 PA Code 4.4
14. Pol. 105.1
15. Pol. 105.2
16. 24 P.S. 1301

Book: Policy Manual

Section: 200 Pupils

Title: Attendance

Code: 204

Status: Active

Purpose

The Board recognizes that attendance is an important factor in educational success, and supports a comprehensive approach to identify and address attendance issues.[\[1\]](#)

Authority

The Board requires the attendance of all students during the days and hours that school is in session, except that temporary student absences may be excused by authorized district staff in accordance with applicable laws and regulations, Board policy and administrative regulations.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Definitions

Compulsory school age shall mean the period of a student's life from the time the student's person in parental relation elects to have the student enter school, which shall mean no later than age six until age 18. The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered or approved high school.[\[8\]](#)[\[9\]](#)

Habitually truant shall mean six or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[\[9\]](#)

Truant shall mean having incurred three or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[\[9\]](#)

Person in parental relation shall mean a:[\[9\]](#)

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parent.
3. Guardian of the student.
4. Person with whom a student lives and who is acting in a parental role of a student.

This term shall not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child as defined by law.[\[10\]](#)

School-based or community-based attendance improvement program shall mean a program designed to improve school attendance by seeking to identify and address the underlying reasons for a student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code.[\[9\]](#)

Guidelines

Compulsory School Attendance Requirements-

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.[\[5\]](#)

The Board shall issue notice to those persons in parental relations who fail to comply with the statutory requirements of compulsory attendance that such infractions will be prosecuted according to law.

Enforcement of Compulsory Attendance Requirements-

Student is Truant –

When a student has been absent for three days during the current school year without a lawful excuse, district staff shall provide notice to the person in parental relation who resides in the same household as the student within ten school days of the student's third unexcused absence.[\[33\]](#)

The notice shall:[\[33\]](#)

1. Be in the mode and language of communication preferred by the person in parental relation;
2. Include a description of the consequences if the student becomes habitually truant; and
3. When transmitted to a person who is not the biological or adoptive parent, also be provided to the student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.

The notice may include the offer of a School Attendance Improvement Conference.[\[33\]](#)

If the student incurs additional unexcused absences after issuance of the notice and a School Attendance Improvement Conference was not previously held, district staff shall offer a School Attendance Improvement Conference.[\[33\]](#)

School Attendance Improvement Conference (SAIC) –

District staff shall notify the person in parental relation in writing and by telephone of the date and time of the SAIC.[33]

The purpose of the SAIC is to examine the student's absences and reasons for the absences in an effort to improve attendance with or without additional services.[9]

The following individuals shall be invited to the SAIC:[9]

1. The student.
2. The student's person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.
5. Recommended service providers.

Neither the student nor the person in parental relation shall be required to participate, and the SAIC shall occur even if the person in parental relation declines to participate or fails to attend the scheduled conference.[33]

The outcome of the SAIC shall be documented in a written School Attendance Improvement Plan. The Plan shall be retained in the student's file. A copy of the Plan shall be provided to the person in parental relation, the student and appropriate district staff.[33]

The district may not take further legal action to address unexcused absences until the scheduled SAIC has been held and the student has incurred six or more days of unexcused absences.[33]

Student is Habitually Truant –

When a student under 15 years of age is habitually truant, district staff:[34]

1. Shall refer the student to:
 - a. A school-based or community-based attendance improvement program; or
 - b. The local children and youth agency.
2. May file a citation in the office of the appropriate magisterial district judge against the person in parental relation who resides in the same household as the student.[34]

When a student 15 years of age or older is habitually truant, district staff shall:[34]

1. Refer the student to a school-based or community-based attendance improvement program; or
2. File a citation in the office of the appropriate magisterial district judge against the student or the person in parental relation who resides in the same household as the student.

District staff may refer a student who is 15 years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-based or community-based attendance improvement program, or if the student refuses to participate in such program.[34]

Regardless of age, when district staff refer a habitually truant student to the local children and youth agency or file a citation with the appropriate magisterial district judge, district staff shall provide verification that the school held a SAIC.[34]

Filing a Citation –

A citation shall be filed in the office of the appropriate magisterial district judge whose jurisdiction includes the school in which the student is or should be enrolled, against the student or person in parental relation to the student.[35]

Additional citations for subsequent violations of the compulsory school attendance requirements may only be filed against a student or person in parental relation in accordance with the specific provisions of the law.[35]

Special Needs and Accommodations--

If a truant or habitually truant student may qualify as a student with a disability, and require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy.[16][36][37][38]

For students with disabilities who are truant or habitually truant, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Board policy.[16][36][38]

Discipline--

The district shall not expel or impose out-of-school suspension, disciplinary reassignment or transfer for truant behavior.[33]

Delegation of Responsibility

The Superintendent or designee shall annually notify students, persons in parental relation, staff, local children and youth agency, and local magisterial district judges about the district's

attendance policy by publishing such policy in student handbooks and newsletters, on the district website and through other efficient communication methods.[\[1\]\[11\]](#)

The Superintendent shall require the signature of the person in parental relation confirming that the policy has been reviewed and that the person in parental relation understands the compulsory school attendance requirements.

The Superintendent or designee, in coordination with the building and/or house principals, Attendance Officer, and/or Home and School Visitor shall be responsible for the implementation and enforcement of this policy.

The Superintendent or designee shall develop administrative regulations for the attendance of students which:

1. Govern the maintenance of attendance records in accordance with law.[\[12\]\[13\]](#)
2. Detail the process for submission of requests and excuses for student absences.
3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance improvement program, the local children and youth agency, or the appropriate magisterial district judge.
4. Clarify the district's responsibility for collaboration with nonpublic schools in the enforcement of compulsory school attendance requirements.
5. Ensure that students legally absent have an opportunity to make up work

Book	Policy Manual
Section	300 Employees
Title	Employment Contract/Board Resolution
Code	308
Status	Active
Adopted	March 25, 1991
Last Revised	January 25, 2021

Purpose

Administrative employees who are certificated and covered by tenure law must have an employment contract that is in conformance with the School Code. Non-certificated and non-tenured administrative employees may be covered by an employment contract or Board resolution that sets for essential elements of the terms of employment, including, but not limited to, hourly wage/salary and benefits.

Authority

The Board has the authority under law to prescribe employment conditions for district personnel. [\[1\]\[2\]\[3\]\[4\]\[5\]](#)

For the mutual benefit and protection of the district and its employees, the Board directs that, as the policy of this school district:

1. Professional employees, as defined in the School Code, shall sign an employment contract upon employment, which shall continue in force unless terminated by the employee by written resignation presented 60days in advance or terminated by the Board in accordance with law. The contract shall specify those issues required by law. [\[5\]\[6\]](#)
2. Temporary professional employees, upon attaining tenure status, shall sign a contract for professional employees. [\[7\]\[8\]](#)
3. Noncertificated administrative and support employees shall be employed through a contract or Board resolution. [\[2\]\[3\]](#)

The Board shall be notified promptly of any misunderstanding arising from the application of a given contract or resolution, or any error in salary paid to the employee.

Willful misrepresentation of facts material to employment and determination of salary shall be considered cause for dismissal of the employee.

Legal

[1. 24 P.S. 406](#)

[2. 24 P.S. 510](#)

[3. 24 P.S. 1089](#)

[4. 24 P.S. 1109.2](#)

[5. 24 P.S. 1121](#)

[6. 24 P.S. 1101](#)

[7. 24 P.S. 1108](#)

8. Pol. 313

[24 P.S. 1073](#)

Book	Policy Manual
Section	300 Employees
Title	Assignment and Transfer
Code	309
Status	Active
Adopted	March 25, 1991
Last Revised	January 25, 2021

Authority

The assignment and transfer of administrative, professional and support employees within the district shall be determined by the management, supervisory, instructional and operational needs of the schools and the school district.

The Board shall approve the initial assignment of all employees at the time of employment. The Superintendent shall approve transfers when such assignments involve a transfer from one building or supervisor to another or involve a move to a position requiring a certificate or credentials other than those required for the employee's present position. [\[1\]\[2\]](#)

Each applicant for transfer or reassignment must have current child abuse and criminal history clearances as required by law. [\[4\]\[5\]](#)

Each applicant for transfer or reassignment from a position without direct contact with students to a position with direct contact shall be required to submit a criminal background checks and an official child abuse clearance statement as required by law. Such applicants shall report, on the designated form, arrests and convictions as specified on the form. Failure to accurately report such arrests and convictions may, depending on the nature of the offense, subject the individual to disciplinary action up to and including termination and criminal prosecution. [\[3\]\[6\]](#)

Delegation of Responsibility

The Superintendent or designee shall provide a system of assignment or reassignment for district employees that includes consideration of requests for voluntary transfers.

The Superintendent may consider any of the following when making decisions regarding assignment or transfer:

1. Need to balance various skills among the schools.
2. Changing student population within the district schools.
3. Impact of proposed assignment on the educational program.
4. Employee's background, experience and preparation for the position.

5. Employee's success in former positions.
6. Employee's desire for professional growth.
7. Employee's length of service in the district and in the position presently held.
8. Recommendations of the employee's administrative supervisors.
9. Administrative and operational efficiency advanced by the proposed assignment.

The Superintendent shall only recommend a transfer of an employee, whether occasioned by a vacancy or reassignment, that the Superintendent deems to be in the best interests of the educational program of the school District.

The Superintendent, in considering any reassignment or transfer, shall ensure that low-income and minority students are not taught by unqualified, out-of-field, or inexperienced teachers at a rate greater than other students, in accordance with law.[7]

Vacancies shall be publicized to all appropriate employees.

Before new employees are sought, requests for transfer to a vacant position will be considered.

The request of an employee who voluntarily requests reassignment or transfer shall be considered to the extent that the transfer does not conflict with the educational program and operation of the school district.

This policy shall not prevent reassignment of an employee during the school year for good cause, as determined by the Board.

Negotiated collective bargaining agreements may supersede the provisions of this policy when they proscribe conditions enumerated in or affected by this policy.

Legal

1. 24 P.S. 508

[2. 24 P.S. 510](#)

[3. 24 P.S. 111](#)

[4. 23 Pa. C.S.A. 6344.3](#)

[5. 23 Pa. C.S.A. 6344.4](#)

[6. Pol. 317](#)

[7. 20 U.S.C. 6312](#)

[22 PA Code 8.1 et seq](#)

[23 Pa. C.S.A. 6301 et seq](#)

Book	Policy Manual
Section	400 Professional Employees
Title	Disciplinary Procedures
Code	417.1
Status	Revised to match PSBA 317.1 (Educator Misconduct)
Adopted	

Purpose

The Board adopts this policy to promote the integrity of the education profession and to create a climate within district schools that fosters ethical conduct and practice.

Authority

The Board requires certificated district employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[\[1\]](#)[\[2\]](#)

Definitions

Educator - shall mean a person who holds a certificate.[\[3\]](#)

Certificate - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[\[3\]](#)

Sexual Abuse or Exploitation - shall mean any of the following:[\[4\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
 - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
 - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
 - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.
2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Sexual Misconduct - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child

or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to: [\[3\]](#)

1. Sexual or romantic invitation.
2. Dating or soliciting dates.
3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

Delegation of Responsibility

Duty to Report

The Superintendent or designee shall report to the Pennsylvania Department of Education on the required form, within 15days of receipt of notice from an educator or discovery of the incident, any educator: [\[5\]](#)

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of nonrenewal for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause.
2. Who has been arrested or indicted for, or convicted of any crime that is graded a misdemeanor or felony.
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student.
4. Where there is reasonable cause to suspect that they have caused physical injury to a child or student as the result of negligence or malice.
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act.
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services). [\[6\]](#)
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and their immediate supervisor, within 15days of discovery of such misconduct. [\[5\]](#)

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report. [\[5\]](#)

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Superintendent or designee, within 72hours of the occurrence, in the manner prescribed in Board policy. [\[5\]](#)[\[7\]](#)[\[8\]](#)

Failure to comply with the reporting requirements may result in professional disciplinary action.[\[9\]](#)

Guidelines

Investigation

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.[\[10\]](#)

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Superintendent or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[\[10\]](#)

Within 90 days of receipt of notification from the Pennsylvania Department of Education directing the school district to conduct an investigation (extensions may be requested), the Superintendent or designee shall report to the Department the outcome of its investigation and whether it will pursue local employment action. The Superintendent or designee may make a recommendation to the Department concerning discipline. If the district makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[\[10\]](#)

Title IX Sexual Harassment and Other Discrimination

Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation into educator misconduct by the district reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. When warranted and to the extent feasible, the district shall conduct investigations into educator misconduct jointly with investigations conducted pursuant to discrimination policies.[\[11\]](#)[\[12\]](#)

Confidentiality Agreements

The district shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[\[10\]](#)

Confidentiality

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline **under the Educator Discipline Act** shall remain confidential unless or until public discipline is imposed.[\[13\]](#)

Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The district also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee.[\[14\]](#)

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