On April 16, 2018 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: Dr. Edward T. Dressler and Linda C. Fazzini

Region II: Dawn R. Heine, Clinton L. Jackson and Colleen Zasowski

Region III: Mark P. Dehnert and Christina F. Melton

Presiding Officer: Thomas J. DiBello

Superintendent: Dr. David R. Goodin

Chief Financial Officer: James D. Fink

Solicitor: Mark Fitzgerald, Esq.

Student Reps.: Taylor Stevens and Nandini M. Patel

The following Board Member was absent: Bernard F. Pettit

#### **ANNOUNCEMENTS**

Taylor announced that this Friday the Spring-Ford 5K Run/Walk will take place and although preregistration has closed walk up registrants are welcome. Taylor also invited everyone to come out to SNAP's Community Walk Through on Saturday, April 28<sup>th</sup>. Taylor advised that additional information on both events can be found on the district website.

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

There were no comments from the public.

Mr. DiBello reported that the Board met in executive session prior to the meeting to discuss personnel items.

### II. PRESENTATIONS

Dr. Carboy provided a quick update on the success of the hybrid/blended learning program at Royersford Elementary. She advised that this is the first year that Royersford is fully a K-4 Hybrid School. Dr. Carboy invited the Board to come out and visit Royersford Elementary to see the Hybrid Model in action. She thanked the Board and the Royersford Community for their support of the programs at Royersford Elementary.

Dr. Carboy stated that tonight she wanted to highlight one of the programs at Royersford Elementary entitled "One School, One Book".

Mrs. Baumeister, Reading Specialist, spoke about the decision to go with the Humphrey Book Series for the One School, One Book Program. She explained that this is a program where the entire school along with the community all read the same book. Mrs. Baumeister spoke about the implementation of the program.

Mrs. Pogwist, Reading Specialist, spoke about the research involved in the creation of the program. She commented that it has been found that reading out loud has been found to be

a predictor for eventual success in reading. Mrs. Pogwist added that through this program curiosity, creativity and imagination are all developed.

Mrs. Baumeister, advised that all teachers and staff members are fully involved in this program. She commented that they have a traveling hamster cage that goes from room to room. She added that each day in the announcements a question on the novel is asked and students also take part in activities such as word searches, story maps and writing activities. Other building-wide activities included a word wall, spirit days, vocabulary parade, make a "Boat that Floats" contest, and students will end the school year with a summer Humphrey Passport to encourage students to continue with their reading over the summer. Mrs. Baumeister summoned Humphrey who was present for the meeting this evening. She next introduced students who were dressed as characters from the story and each gave background on their character's interaction with Humphrey. Mrs. Baumeister explained how students dressed up in a homemade costume that depicted a word from the book they were reading. She commented that the students had paraded around the school in a Vocabulary Parade. The Vocabulary Parade led by Humphrey entered the cafeteria and Board Members were asked to identify what word the students may be trying to depict through their costume which proved to be a difficult task for the Board Members.

Mrs. Brucker and Mrs. Burgess, Parents/PTO Representatives who helped teachers with the program spoke. Mrs. Brucker talked about the emotion and energy that was present in the building for the book activities. She spoke about the positive feelings and activities that took place while the students participated in the program. Mrs. Burgess spoke about having 2 students at different grade levels and how great it was to see them be able to read and interact on the same book. Mrs. Burgess commented that the teachers and staff put so much work into the project. She stated that the One School, One Book unified the school and made them feel like a family. She expressed her thanks to the School Board and to the Royersford Elementary population for supporting this initiative.

Dr. Carboy thanked the Royersford families who came out tonight and the teachers. She thanked the Board and the Administration for allowing them to talk about this program.

Mr. DiBello expressed that the Royersford staff and students did a great job with the presentation. He asked if this was the first year for the program and Dr. Carboy replied yes and then explained how the concept came together. He thanked Dr. Carboy for the update on the Hybrid Learning Model at Royersford Elementary. Mr. DiBello encouraged the newly elected Board Members to go out and see the Hybrid Program at Royersford and Spring City Elementary.

A. **Dr. Teresa Carboy**, Principal, along with **Reading Specialists**, **Teachers**, **Students** and **Parents** to present Royersford Elementary School's "**One School**, **One Book**".

Dr. Nugent reported that they are here tonight to talk about Policy 214 – Class Rank and proposed changes to the policy including the name change to Student Recognition instead of Class Rank. Dr. Nugent presented a timeline of the review of the policy and that for moving forward with any changes. He stated that he would like to propose a potential implementation with the Class of 2020. Dr. Nugent next spoke about the areas of focus which included college admission, course selection and student stress. He gave an explanation on what class rank is and how Spring-Ford reports it. Dr. Nugent next explained the reasons for why they are considering the elimination of class rank and how class rank can hurt students when it comes to college admissions. He stated that the reporting of class rank is not a "standard" practice across the nation and added that

according to the National Association for College Admission Counseling, 55% of high schools do not report a rank. Dr. Nugent indicated that school districts that eliminated class rank have found that more of their students were admitted to competitive and highly selective colleges. Dr. Nugent provided data on the top 10 SPP schools with regards to which ones report class rank and of those 10 only 2 did which were North Penn and Spring-Ford. He next provided the same information for high ranking area school districts and the overwhelming majority did not report class rank. Dr. Nugent stated that many district who do not publish class rank do calculate the rank so it is available if need be but it is not made public or shared with students. Dr. Nugent and Ms. Falco gave some examples of how class rank has affected Spring-Ford students in a negative manner.

Ms. Falco commented that for those students who may be ranked 1 through 5 class rank may be a benefit to them but it is hurting other students more. She stated that the high school has a rigorous curriculum and college representatives seek us out so we are recognized and that is not the problem as the problem tends to be on the class rank side.

Dr. Nugent advised that this process included students, parents and teachers and while there were people on both sides of the fence, it has been largely unanimous that class rank be eliminated and we move forward with this proposal. Dr. Nugent added that there is another component to this process and that pertains to the choice of commencement speakers which in year's past have been those students ranked #1 and #2. Dr. Nugent stated that they are making a recommendation to move towards a Laude System rather than the Spring-Ford tradition of having a Valedictorian and Salutatorian. Dr. Nugent explained what the Laude System is and provided the benefits of this system which included emphasizing student competition against other schools' students rather than against other Spring-Ford students, removing the risk of taking most rigorous courses for fear of the impact on class rank, reducing the mathematical GPA game among students and motivating students to challenge themselves academically. Dr. Nugent provided an overview on how commencement student speakers would be chosen which included the submission of an application which would include the submission of a graduation speech to be reviewed by a faculty panel with a rubric being used and if chosen then those students would have the opportunity to come in and give their speech verbally to the panel and from there a final selection would then be made for the 2 speakers.

Mr. DiBello asked when this would all go into effect and Dr. Nugent said they would like to see it go into effect in the fall but the original recommendation is that it begin with the incoming freshman which would be the Class of 2022. Dr. Nugent stated that after meetings with faculty, students and parents his recommendation is that it begin with the Class of 2020 which is the current sophomore class. Mr. DiBello commented that from his perspective, if class rank is that detrimental to the students then he feels it should be started next year. Dr. Nugent replied that the reason they did not recommend it begin next year is because some students have already revealed in their communications with colleges that class rank is calculated. Mr. DiBello stated that they can just stop using it and Dr. Nugent replied that in theory yes they could do that.

Mrs. Melton asked about percentiles and if they would be replaced or eliminated altogether and Dr. Nugent responded that they would be eliminated.

Mrs. Zasowski asked if students would still get their GPA and Dr. Nugent replied yes. She asked what the disadvantages would be to doing away with class rank and Dr. Nugent said none from his perspective. Ms. Falco stated that she saw no disadvantage either.

Mr. Jackson said he has heard the administration's side of this but would like to hear the student representative's thoughts on this topic.

Taylor stated that she believes that both she and Nandini are in agreement that class rank is totally unnecessary. Taylor added that class rank only benefits the top 10 and not the majority of the students. Taylor stated that she is in a class of 660 students and is in the top 50% but is ranked 318 which she did not feel was an impressive number.

Mrs. Fazzini commented that class rank does hurt students from getting into schools and also hurts with financial assistance from colleges. She stated that she had a child who had the GPA and would have been given \$2,000.00 in academic money per semester but was required to meet a GPA requirement, a rigor requirement and a rank requirement. Mrs. Fazzini reported that her child met all requirements except the class rank requirement. She indicated that if the high school did not report class rank they would not have used it but since we do report it the college used it and her child therefore was not given the academic scholarship which cost them the \$2,000.00 per semester or \$4,000.00 per year times 4 years which would have been \$16,000.00 in financial assistance. Mrs. Fazzini stated that even if students are accepted into the schools, class rank can cost them financially so it really hurts them.

Dr. Dressler stated that some school districts he has spoken to have said that they will not even reveal the class rank to the parents and he wondered where Spring-Ford would stand on that and Dr. Nugent replied that our stance would be the same and that it would be written into the policy.

Nandini commented that she is in honor classes and has a 4.0 GPA but yet is ranked 217 out of 550 in her class. She added that she wants to attend the University of Pittsburgh and they only accept students in the top 25% of their class so this hurts her from being considered for this school. She stated that this is detrimental to her.

Mrs. Fazzini spoke about the bigger colleges who receive many applications and in order to whittle down the number of applicants they divide the applications up into 3 piles based on their acceptance criteria. She stated that a college may end up dismissing a student from consideration right off the bat if class rank does not fit their criteria whereas if we did not report it then a college would not use it as part of the criteria.

Mrs. Zasowski asked if colleges are telling us that they are not considering class sizes and if this is the way it is trending right now. Ms. Falco replied that a full school profile is sent to the colleges so they are very well aware of what our size is, what our average SAT/ACT scores are, what AP classes we offer and all of that type of information. She stated that it really comes down to the college ranking as they want to accept high profile students to increase their rank so that they have a higher score. Ms. Falco added that colleges must consider rank when it is supplied but when it is not supplied then it does not matter.

Mrs. Heine commented that as unfair as it sounds it is the reality we are in. If it is published then class rank can absolutely be used against a student and there is no recourse but if it is not published then it forces the college to look at a student more holistically. Mrs. Heine stated that from everything she is hearing doing away with class rank is going to help our kids.

Mrs. Melton asked if there was any instance where by not reporting class rank it would hinder our students from getting into the higher competitive colleges and Ms. Falco replied no.

Dr. Dressler commented that military academies still require class rank and Ms. Falco replied yes at this point they do.

Mr. Jackson asked about the Tier System and the choice for graduation speakers coming down to essays or interviews and Dr. Nugent replied that it would not be an essay but the student would actually write their proposal for a graduation speech which would be evaluated via a rubric. From this certain students would be selected to move forward to the next phase which is to actually give their speech verbally in front of the panel. Dr. Nugent stated that this would allow many more opportunities for students to participate in the process.

Mr. Dehnert felt that getting rid of class rank is another continual degradation, elimination of standards. He stated that we are ranked throughout our lives in all kinds of ways. Mr. Dehnert felt that this could lead to grade inflation and questioned what might be next if colleges would then move towards doing away with GPAs so they could pick whomever they want. He questioned why we would do this just because other districts have done it. Dr. Nugent replied that based on all of the research they have done, our students are being hindered by the process we have in place right now, and if there is no disadvantage in doing it then he felt he would be irresponsible to say that we are just going to continue with our current process. Dr. Nugent added that he felt that to put our students in the most competitive, most advantageous place they can be then this is something that is being proposed.

Dr. Dressler commented that the students are still competing against each other but they are just not using this one simple number as the criteria for where they stand. He added that they are still being compared with other students but with a more holistic way rather than looking at one mathematical number where you are looking at the 3<sup>rd</sup> decimal place to rank students.

Mr. Dehnert stated that if we did not calculate class rank until the last quarter of their senior year then it would not be able to be used against students. He added that most students would have already applied to colleges and scholarship decisions would have already been made before that. Ms. Falco responded that we could not do that as the admission process does not work that way and we can either indicate that we do or do not rank and if we do calculate class rank then we must provide it to the colleges. Ms. Falco added that without class rank it forces the colleges to really look into the school profile and take a second look at Spring-Ford which is what we really want them to do anyway to see that we are a very rigorous school and our students are performing really well. Ms. Falco spoke of how students have the ability to take dual credit courses at local colleges but often opt to take Advanced Placement courses instead in order to get the weighted grade.

Mr. DiBello thanked Dr. Nugent and Ms. Falco for a great, very informative presentation. He stated that in some instances he has to agree with Mr. Dehnert and he is quite disappointed on the direction that colleges have taken. Mr. DiBello said he was originally against this proposal but feels he must trust administration's standpoint and if this is what they are telling us then it needs to be done. Mr. DiBello recommended that this begin next year if it is creating a problem and is a disadvantage to our students.

Taylor commented that she wants a college to accept her for her and all she has done and not for a number or her rank. She added that she did not feel that class rank was necessary.

Mr. DiBello stated that colleges should be looking at the complete student no matter what and they should be considering class size because the high schools across the country vary in size with regards to student population.

Dr. Dressler asked what the next step would be and Mr. DiBello replied he believes Dr. Nugent's goal was to get this on an agenda. He stated that there needed to be an agenda item to agree to do this and then the Policy Committee could follow up. Dr. Nugent stated that in theory they would put something on the agenda for next week and then if approved they could move forward to the next step but if disapproved then things would just remain status quo.

Mr. DiBello asked for a motion to put this on the agenda for next week. Dr. Dressler made the motion and Mrs. Melton seconded it.

Mr. Jackson asked if the policy was written and Mr. DiBello replied that this motion would seek approval to get the policy written. Mr. Dehnert commented that the policy was already reviewed last week so the normal process would be for it to go back to the Policy Committee to refine the policy and then it would go through that process. He stated that this is normally how it works as it does not work by the Board approving something and then a policy is written.

Mrs. Zasowski reported that the Policy Committee did take a look at the policy last week and Dr. Roche advised that it was a draft policy based upon conversation prior to this evening. He stated that it was more of a concept as they wanted the go ahead from the Board to move in this direction. Mr. DiBello stated that they are only approving moving in that direction at this point so that the policy can be written and it can move forward.

Mr. Dehnert stated that it will be a new policy so theoretically the Board could vote to not eliminate class rank and then there would be a new policy with what Dr. Nugent presented that would then have to do with the different distinctions and the way the commencement speakers are chosen. Mr. Dehnert said the policy they wrote does not say anything about class rank as it is gone from it.

Mr. Fitzgerald advised that if the Board goes down this route they would rescind the policy, approve the new methodology and direct the Policy Committee to write a new policy.

Mrs. Zasowski said she believes it is under Student Recognition and they had talked about the Tiered System and then the valedictorian and salutatorian would go under the Honors Section as opposed to where it is now under Class Rank if the Board were to move forward with this.

Mr. DiBello stated that the policy discussion was to take the current policy and moved everything associated with recognition and moved that to Policy 213 – Assessment of Student Progress. He added that what is left in the policy is to eliminate class rank through a transition plan which Dr. Roche confirmed was correct as it indicated what would happen with the class of 2019, 2020 and moving forward. Mr. DiBello stated that if the motion made this evening was to eliminate it starting next year then if the Board agrees to that next week they could just vote to rescind the current policy and then they could update Policy 213. Mr. DiBello commented that originally it was recommended to wait longer before starting in order to have a transition but he expressed that his recommendation and what the motion is will be to do this next year. Mr. DiBello stated that in a sense the motion next week will be to rescind that policy.

Mr. Jackson asked for clarification that next year meant 2019 and Dr. Roche stated that it would be for the 2018-2019 school year.

Dr. Nugent reiterated that he had concerns with that timeline as students have already used and published their class rank on college applications. Mrs. Melton asked if students could report to those schools that Spring-Ford has done away with utilizing the ranking system and therefore do not have the information any longer. Dr. Nugent indicated that they will talk about it between now and then.

Ken Dominy, Collegeville, PA, thanked everyone for the presentation. He stated that he is the parent of 2 Spring-Ford students, one who graduated 2 years ago. Mr. Dominy said he supports the policy change and as a parent of the valedictorian 2 years ago, she supports the policy change to eliminate class rank as well for all of the reasons expressed tonight.

Larissa Dominy, Collegeville, PA, stated that she also supports the policy change to eliminate class rank. Mrs. Dominy expressed that she would like to see it begin with the Class of 2020. She commented that she believes the current juniors should finish the way they started their high school years and felt that 2020 was reasonable for this to begin so as not to disrupt those students who have been working so hard to maintain their class rank. Mrs. Dominy added that as a parent of 2 Spring-Ford students she felt class rank does hurt the students as there are so many high achieving students that we need to give all of those students just as much of a chance to be recognized and looked at by all colleges. Mrs. Dominy stated that she does not believe that eliminating class rank makes everyone equal because what each and every student does to get themselves to a point where they will be successful is different for each student. Mrs. Dominy commented that she believes it will help to eliminate the student's stress level as even her daughter who was the valedictorian and #1 for all 4 of her high school years hated to have her class rank posted and wanted to hide it as she was often ridiculed by her classmates calling her "Miss #1".

Mr. Dominy commented that he agreed with some of the sentiments stated tonight and both he and his wife are very competitive and the curriculum 30 years ago was a lot tighter so everyone was taking the same courses but now there is such a diverse selection available for student to take. He added that for this reason it is very tough to rank students and that is why many colleges have gone away from the class rank requirement. Mr. Dominy stated that he was pleased to see this push to eliminate class rank and hoped that this will move forward.

The motion passed 6-2 with Mr. Jackson and Mr. Dehnert voting no.

B. **Dr. Patrick Nugent**, Principal 10-12 Grade Center, **Dr. Tina Weidenbaugh**, Principal 9<sup>th</sup> Grade Center, and **Kimberly Bast**, Director of Curriculum and Instruction, to provide a presentation on "Student Recognition".

#### III. BOARD AND COMMITTEE REPORTS

Student Rep. Report Taylor Stevens/Nandini Patel Report next week.

Curriculum/Technology Dawn Heine 1st Tues. 6:30 p.m.

Mrs. Heine reported that the Curriculum & Technology Committee met on April 3rd and began the meeting with the good news that Spring-Ford students presented 5 entries into the MCIU Computer Fair and came home with 5 wins. She advised that the first place

winners in each category will go on to the PA State Computer Fair in May. On the curriculum side, the committee was presented information by Mr. Tier on the changes to the 6-12 Social Studies curriculum, our AP offerings, several co-curricular opportunities, and the collegiate/professional learning community they have fostered over the last 4 years. Mrs. Gardy provided an update on English and Language Arts which included Federal Programs, Literacy Night and Kindergarten screenings. Mrs. Rochlin provided a Math update which included the K-4 curriculum review to begin in 2018-2019, CPM Teachers traveling to Upper Moreland High School to observe CPM Geometry and participate in discussions with teacher there and CPM training that took place for Algebra 2 with the next training taking place on May 15th. Mrs. Bast reviewed the textbook adoptions for Physics, Social Studies 9, Science 5/6 and motions to approve these budgeted items are on the agenda this evening. Mrs. Bast also discussed the need for a new K-12 Assessment System, NWEA, which will complement the current AimsWeb. A motion for the approval of this system is on the agenda this evening. Mrs. Heine reported that on the technology side, Mr. Catalano provided an update on the Time and Attendance Project which is on track for full implementation by July 1st of this year. He reported that the District Office went live with the new system last week and subsequent locations are coming online in the following weeks. Mr. Catalano also provided an update for the committee on the Network Infrastructure Project indicating that cabling work began on April 1<sup>st</sup> at Spring City and Oaks Elementary with an estimation of all cabling to be completed by June 30th. He advised that Phase II will begin with the installation of access points and switches which will be completed and ready to go for day one of the 2018-2019 school year. Mrs. Heine reported that the Network Infrastructure Project will greatly improve the district's wireless infrastructure and provide the ability to support all current and future devices on our network.

Colleen Zasowski 2<sup>nd</sup> Mon. 6:30 p.m. (alt. months) **Community Relations** Mrs. Zasowski reported that the Community Relations Committee met on April 11<sup>th</sup> and began with a website accessibility update. The committee recommended moving forward with webbased ADA accessibility assistance and Ms. Crew will follow up with Mr. Fink regarding this. Mrs. Zasowski reported that the PenSPRA Awards took place and this year the work of the Spring-Ford Communications, Marketing and Media Team was recognized in three different categories. The website won an award in "Excellence", the promotional video "Welcome to Spring-Ford" also won an award in "Excellence" and the electronic newsletter "The Ram Review" won an award in "Honor". Mrs. Zasowski offered her thanks to the entire team on receiving these recognitions. She next reported that they discussed ADA Accessibility for RCTV and 2 options were presented for close captioning on the online programs and the committee asked for additional information which will be provided at the June meeting. Mrs. Zasowski advised that Cool School launched last week and there have been over 100 registrations thus far. Mrs. Zasowski added that Dr. Roche and Ms. Crew will be working on outlining a calendar for regular parent presentations for the 2018-2019 school year and more specific dates will be provided at a later time. She reminded everyone that the Spring-Ford 5K will take place on April 20th, SNAP Post Prom is on April 28th, Decision Day is May 1st, and Senior Impact Awards are on May 2<sup>nd</sup>.

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

Mrs. Zasowski reported that the Policy Committee met on April 11<sup>th</sup> and spoke about the Use of Facilities Policy. She stated that the recommendation is for Dr. Roche to do a presentation at the April Board Meeting next week. She added that they are shifting the May meeting to the Hurda Center and Dr. Roche will be inviting the various organizations for 1 or 2 representatives from each group to attend and provide any insights or input for the Use of Facility Policy

revisions being considered. The committee next discussed the Non-Discrimination in School and Classroom Practices Policy which is on the agenda as a first reading. Mrs. Zasowski added that the Non-Discrimination in Employment Practices Policy will be updated and shared at the next meeting and the Anonymous Communications Policy will be moved forward for a first reading with slight revisions. Mrs. Zasowski advised that they discussed Class Rank and Mrs. Heine gave an update to them from the Curriculum and Technology Committee regarding this policy. The policy on Child Abuse was deferred to the June meeting for review and also deferred was the review of policies on Title I Parent Involvement, Public Complaints, and Acceptable Use of Technology.

## Finance Thomas J. DiBello 2<sup>nd</sup> Tues. 6:30 p.m.

Mr. DiBello reported that the Finance Committee met on April 10th and asked the tax collectors from the 4 municipalities and boroughs within the school district to attend as it was felt that within the past year or two that with the revision of the tax collection policy and doing away with the per capita tax there should be an assessment done of the compensation packages. Mr. DiBello added that the committee also reviewed the monthly reports which are expected to be within budget. They discussed the 2018-2019 budget which is still a work in progress. He advised that the preliminary budget started at a little over 4% increase but through hard work and meetings they have been able to shave down the increase to roughly 3.2% with additional changes likely. Mr. DiBello advised that after the May Finance meeting they will be bringing forth recommendations on where we stand with the budget. He added that there are 2 large items they are working through, the first is special education costs and mandates that are sent from the state with a lack of funding for those mandates. The second large item is the teacher contract and the significant increases in salaries which will have an impact on the budget. Mr. DiBello reported that the Finance Committee will try to minimize the tax implications on the community as much as possible. Mr. DiBello commented that Mr. Fink provided an update on the bond with regards to the High School Expansion Project. The final topic discussed was the Time and Attendance System being put in place throughout the district.

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

Mr. DiBello reported that the Property Committee met on April 10<sup>th</sup> and discussed various ongoing projects taking place in the district. The committee discussed the 9<sup>th</sup> Grade Center window replacements. He added that the high school expansion project contracts were signed and returned and notice to proceed letters were sent to the contractors with preconstruction meetings to be held at the high school on April 17<sup>th</sup>. Mr. DiBello advised that they discussed the conversion of the 5/6/7 Grade Center storage room to a copy center and central storage area. The committee also talked about the Oaks Elementary blacktop project which will be completed over the summer months. Mr. DiBello stated that a couple of months ago they discussed the paper recycling bins with regards to them not be emptied on a timely basis and it appears that recently the company has been doing a better job of emptying them when they are full. Mr. DiBello reported that a donation was made for a scoreboard at The Babe Ruth Field and the committee has requested additional information on the type of scoreboard and any ongoing or future costs for maintenance of this scoreboard. Mr. DiBello pointed out that on the agenda for action are a couple of items which include VCT Flooring at the 5/6/7 Grade Center and the Oaks Elementary Chiller.

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

Dr. Roche reminded parents that they can sign up their children for the Cool School Summer Program. He commented that Cool School offers fun summer courses for students in grades K-6 with a focus on enrichment, arts and sports. He advised that information and registration is available on the district's website. Dr. Roche reported that the K-6 Family

Literacy night that was postponed due to inclement weather is rescheduled for May 8<sup>th</sup> from 6:30 PM to 8:00 PM at Upper Providence Elementary School. All K-6 parents and students are invited to have fun participating in STEAM challenges with other Spring-Ford families in various activities related to reading, writing, speaking and listening. Dr. Roche invited everyone to attend the String Jamboree which will include over 500 students and will take place on April 26<sup>th</sup> in the 10-12 Grade Center Auditorium at 6:30 PM. He advised that updates on individual school concerts and programs can be found on the individual school webpages. Dr. Roche reported that this year we have the highest number of runners signed up to participate in Spring-Ford's Annual 5K Race with over 324 runners as of now.

## Solicitor's Report Mark Fitzgerald

Mr. Fitzgerald reported that the Board in their weekly packet had received the changes to policies 103, 903 and 906.1 and he anticipates that their first reading next week will have some slightly different changes as he is going through the verbiage now and will be making a few changes. Dr. Roche added that the policies with those changes will be included in this week's packet to the Board.

#### IV. MINUTES

There were no questions or comments.

A. Administration recommends approval of the March 19, 2018 Work Session minutes. (Attachment A1)

#### V. PERSONNEL

There were no questions or comments.

## A. Resignations

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

## B. Leaves of Absence

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

2. **Suzanne D. Laurie**; ESL Teacher, 5/6<sup>th</sup> Grade Center, for child-rearing leave per the Professional Agreement. Effective: August 22, 2018 through the 2018-2019 school year.

## C. Support Employees

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

## D. Change of Status

 Deborah L. Sanford; Part-time Food Service (4 hours/day), Oaks Elementary School, to Level IV – Clerical Assistant at the District Office, replacing Molly A. Bowe who resigned. Compensation has been set at \$13.15 an hour per the Secretarial Plan. Effective: April 9, 2018.

#### E. Substitute

- 1. **Kimberly J. Bainbridge** Food Service Substitute
- F. Administration recommends approval for **Leah Stallard** to be hired as a Homebound Instructor. Compensation will be set at \$40.00/hr. Effective: April 12, 2018.
- G. Administration recommends approval of the attached extra-curricular contracts for the 2017-2018 school year. (Attachment A2)
- H. Administration recommends approval for the following Registered Nurse to work five (5) hours per day for the 2018 Extended School Year Program at a rate of \$40.00 per hour.

#### 1. Suzanne Mosebrook

- I. Administration recommends approval of the following Special Education Teachers to be hired for the 2018 Extended School Year Professional Staff including: Speech & Language Service and Tutor Programs. Compensation will be set at \$40.00 per hour plus benefits (FICA & Retirement). Funding will be from 2017-2018 IDEA funds.
  - 1. Nicole M. Accor
  - 2. Angela D. Allen
  - 3. Gillian M. Arganetto
  - 4. Krista M. Brooke
  - 5. Kathryn A. Calvert

- 6. April Collins
- 7. Stephanie C. Comptain-Bain
- 8. Allison L. Costello
- 9. **Debra C. Dietrich**
- 10. Allison L. Dorn

- 11. Emily J. Emerson
- 12. Maura K. Finnegan
- 13. Catherine M. Forcey
- 14. Crystal L. Fritz
- 15. **Deidre A. Gilinger**
- 16. Carol M. Gorshe
- 17. Brenda A. Haydt
- 18. **Jean Marie Lare**
- 19. Gina L. Lasky
- 20. Kevin M. Lewis
- 21. Emily E. Marzewski
- 22. Emily M. McCallister
- 23. Barbara J. McGuigan
- 24. Lindsay N. Miller

- 25. Megan L. Miller
- 26. Laura E. Milligan
- 27. Patricia A. Musselman
- 28. Robin L. Riegel
- 29. Dana Rosenblum
- 30. Shana L. Savard
- 31. Elizabeth Shields
- 32. Erin M. Siuchta
- 33. Kyle J. Smolsky
- 34. Ashley Stadtfield
- 35. Christopher R. Talley
- 36. Tara Talley
- 37. Gina G. Walters
- 38. Melissa C. Yonchuk
- I. Administration recommends approval of the following Support Staff to be hired for the 2018 Extended School Year Program(s). Compensation for new employees will be set at \$16.36 - \$19.40 per hour depending on experience and educational degree plus benefits (FICA & Retirement). Regular hourly employees will be paid at their current Instructional Assistant hourly rate. Funding will be from 2017-2018 IDEA funds.
  - 1. Teresa I. Bickley
  - 2. Lauren M. Boylan
  - 3. Joan Clare Callow
  - 4. Maryann Christy
  - 5. Cheryl L. Colmary
  - 6. Lisa M. Collins
  - 7. Janet T. Copenhaver
  - 8. **Debra A. DeMitis**
  - 9. Judy Denning
  - 10. Lisa J. Denner
  - 11. Paula T. Donatelli
  - 12. Vanessa G. Donatelli
  - 13. Greta L. Ertzgard
  - 14. Joan D. Flack
  - 15. Dana Freas
  - 16. Allison M. Fuhr
  - 17. Angeline T. Fusco

- 18. Laura Gilmore
- 19. Dallas A. Groshardt
- 20. Marissa R. Hoffman
- 21. Alice B. Hollingsworth
- 22. Andrew T. Howe
- 23. Lynn Marie D. Keene
- 24. Jeanna Laire
- 25. Tiffany M. Landis
- 26. Vanessa L. Maver
- 27. Patricia A. McCormick
- 28. Laura B. McQuaid
- 29. Patricia M. Mullen
- 30. Melanie A. Pierce
- 31. Dustin L. Poole
- 32. Brianne E. Terry
- 33. Patricia A. Wynn
- 34. Patricia A. Young
- J. Administration recommends approval of the following teachers to be hired for the 2018 Cool School Program. Compensation will be set at \$30.00 per hour and will be funded through student tuitions. There will be no cost to the district.
  - 1. Brian Aikens
  - 2. Susan Albright
  - 3. Kris Bautsch
  - 4. Katherine Beerer
  - 5. Emily Beiter
  - 6. **Gemma Bonetti**
  - 7. Maria Cottman
  - 8. Eileen Dolenti
  - 9. Keith Heffner

- 10. Eric Hetrick
- 11. Shannon Hetrick
- 12. John Hughes
- 13. Lucinda lezzi
- 14. Mark Kehl
- 15. Kristin Landis
- 16. Russell Landis
- 17. Joshua Lang
- 18. **Jean Marie Lare**

- 19. Ellen Luchette
- 20. Lisa Michener
- 21. Kaitlyn Morrison
- 22. Daniel Mountz
- 23. Megan Mowrer
- 24. Lauren O'Brien
- 25. Kiera Phillips

- 26. Gabrielle Procario
- 27. Julie Quinby
- 28. Tamura Rivera
- 29. Janet Rudinsky
- 30. Amelia Smith
- 31. David Susek

#### VI. FINANCE

Mr. Fink spoke about Item F saying that at the March Finance Committee meeting they discussed the funding for the high school expansion project with regards to where the funds were going to come from and about \$7.5 million coming from a bond issuance and where the remaining funds would come from as well.

Mr. Edward Murray commented that they have done these bonds several times before and in this case the Board is being asked to approve the issue on a parameters basis. He added that there are all kinds of state laws that we must comply with. Mr. Murray stated that they are looking at about 8 maturities of about \$1.5 million each and we know that it is going to be about +/- 20% depending on when they sell the bonds. Mr. Murray stated that it is anticipated that there will be a federal rate hike in June so it is important to get this off of the table now. Mr. Murray stated that it is anticipated that it will be around \$7.5 million.

Mr. DiBello asked about the fees charged and if they were on the actual amount and Mr. Murray replied yes that they are on the actual amount.

Mrs. Melton stated that there is a possibility based on sales price that it could come out at \$8.5 million or \$9 million rather than the \$7.5 that we are looking for. Mr. Murray replied that there probably will only be one or two maturities that will be higher than what he wants and some that will be lower but the bond issue is going to be about \$7.5 million.

Mr. Dehnert expressed concern over the way the bond was structured with making lower payments over the first 7 years saying on a \$10 million bond that equates to about \$1.4 million extra in interest then if we had uniform payments. Mr. Murray stated that he did not believe it would be over \$1 million because it has not been presently valued. Mr. Dehnert stated that he did the calculations between making uniform payments versus the way the bond is currently structured and on \$10 million it is \$1.4 million extra in interest. Mr. Murray stated that he would have to take Mr. Dehnert's word for it as he had not done the calculation yet. Mr. Murray added that in this case the wrap around structure suggested is a structure that has been utilized for the school and new money bond issues for a long time. Mr. Dehnert said Mr. Murray may be right but the bottom line is that it is going to cost \$1 million more in interest no matter how you spin it. Mr. Dehnert added that because we are trying to stay under a debt level until the bonds roll off it is costing us \$1 million. Mr. Murray agreed saying there is a cost in interest for doing this.

Mr. Fink stated that we need to fit this into the structure that is in the budget so we can do it this way or increase the budget now and we are also assuming that the bonds we are talking about now will go to full maturity as we do not know when we are going to refinance. Mr. Dehnert stated that the interest rates would have to go down significantly for us to refinance them but based on what we know today it is \$1 million extra.

Mrs. Heine asked if this is not how the bonds were issued the last time and Mr. Murray replied that in each of bond issues this has been the case.

Mr. DiBello commented that it will cost \$1 million extra but we have saved the district millions of dollars over the years because of refinancing bonds and this is normal operating procedures. Mr. DiBello stated that if we did not want to do this then we could take all of the money that is in the debt service and use that towards the payment. Mr. DiBello added that this is the same way it has been projected all along for this project. Mr. DiBello commented that he believes that financially we are making the best decision.

Mrs. Melton stated that if you look at Item H with the transfer of the \$3.4 million from the General Fund to the High School Expansion Project, we have offset the cost by paying the \$3.4 million out of our current existing funds. Mrs. Melton felt that they had looked at the best way from both a financing perspective as well as from a cash basis to make sure we are minimizing an impact on residents and the district while still optimizing the expansion project for our students.

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

#### B. Checks:

1. <u>General Fund Checks</u> Check No. 2029532 – 203150 \$1,275,800.80

2. <u>Food Service Checks</u> Check No. 792 – 842 \$ 73,749.04

3. Capital Reserve Checks
Check No. 2027 - 2028 \$ 80,285.00

4. <u>General Fund, Food Service, & Capital Reserve ACHs</u>
ACH 171800636 - 171800701 \$1,707,090.26

- C. The following monthly Board reports are submitted for your approval:
  - Skyward Reports
    - Check Register (General Fund, Food Service and Capital Reserve)
    - o ACH Check Register (General Fund, Food Service and Capital Reserve)
- D. Administration recommends approval of the Montgomery County Intermediate Unit's contract for District ACCESS Medical Practitioner Review/Authorization Services for the 2018-2019 school year. The MCIU will obtain the required Medical Practitioner Reviews/ Authorizations, as per the School-Based ACCESS Program Guidelines. Funding will be paid from the Medical ACCESS funds and shall not exceed \$2,570.00.
- E. Administration recommends approval of a one-year contract with Lanyon Solutions, Inc. of Dallas, TX to provide RegOnline (online registration and payment system) that parents can use to register their child(ren) for the Cool School Summer Program. The cost for this program is a base rate of \$1,487.50 for a minimum of 350 registrations and then \$4.25 for each additional online registration received. There will be no cost to the district provided the minimum registrations are met as all costs will be paid from registration fees collected for the Cool School Program.

- F. Administration recommends approval of the attached **Resolution #2018-12** authorizing the issuance of General Obligation Bonds in the amount of up to ten million dollars (\$10,000,000) for purposes of the planning, designing, constructing, equipping and furnishing of renovations and additions to the Spring-Ford High School; providing for the date, maximum interest, maximum maturity dates and place of payment in respect to the Bonds; setting forth the parameters for acceptance of a proposal and authorizing acceptance of a proposal for the purchase of the Bonds; and authorizing and directing the preparation, certification and filing of the proceedings with the Department of Community and Economic Development. (**Attachment A3**)
- G. Administration recommends approval to accept a Bond Purchase Agreement offered by Boenning and Scattergood, Inc. in conjunction with Resolution 2018-12, and authorize other necessary action as stipulated. (See attached resolution A3)
- H. Administration recommends approval for the transfer of \$3.4 million from the General Fund to the High School Expansion Project Fund as was discussed at the March and April Finance Committee meetings.
- I. Administration recommends approval of the following independent contracts:
  - 1. Variety Club Camp and Developmental Center Worcester, PA. Provide Extended Year Programs for 7 special needs students as per their IEPs. Variety Club will provide 7 weeks of ESY support programming for each student at a total cost of \$29,800.00. In addition, Variety Club will provide 49 sessions of Speech Services, 35 sessions of Occupational Therapy, and 14 sessions of Physical Therapy for a total cost of \$6,860.00. Funding will be paid from the Special Education Budget and shall not exceed \$36,660.00.
  - 2. **Vanguard School Malvern, PA.** Provide Extended School Year Programs for 3 special needs students as per their IEPs. The Vanguard School will provide a 3 week summer L.I.F.E. Program and services at a rate of \$3,040.00 per student. Funding will be paid from the Special Education Budget and shall not exceed \$9,120.00.
  - 3. **PeopleAdmin, Inc. DE.** Provide Teacher Match Educators Professional Inventory Software services and training effective July 1, 2018 through June 30, 2021. Funding will come from the Human Resource Budget and shall not exceed a total of \$47,000.00.
- J. Administration recommends approval of the following **independent contracts** that are offered free of charge or are being funded by the Home and School Associations, the Home and School Leagues, the Parent Teacher Associations, the Parent Teacher Organizations or an outside source:
  - 1. Farm Explorer Program Norristown, PA. Provide three farm-based biology and environmental science lessons entitled "The Farm Explorer" for students at Upper Providence Elementary School. There is no cost for these lessons.

## VII. PROPERTY

There were no questions or comments.

A. Administration recommends approval for About All Floors to replace carpet with VCT in 7 classrooms at the 5/6/7 Grade Center; CO-STARS contract #008-344. Funding will be paid from the 2018-2019 Maintenance Budget and shall not exceed \$19,617.25.

B. Administration recommends approval to award the Oaks Chiller Replacement Project to the lowest responsible bidder McCloskey Mechanical Contractors for a low bid of \$134,114. Work will be completed over the 2018 Summer. Funds to come from the Capital Reserve Account.

## VIII. PROGRAMMING AND CURRICULUM

There were no questions or comments.

- A. Administration recommends approval of the 2018 English Language Development (ELD) Summer Program to be held at Brooke Elementary for ELD students entering grades 1-4. The program will run for two weeks in the summer, 4 days a week, for two hours per day, Monday, July 9 through Thursday, July 12, 2018 and Monday, July 23 through Thursday, July 26, 2018. This program will be offered to students at no cost. Teachers will be paid at the current summer school salary rate of \$30.00 per hour plus benefits. There will be no cost to the district as all costs will be funded through Title III Funds and shall not exceed \$2,280.00 (including material costs and teacher compensation for instructional and preparation time).
- B. Administration recommends approval of NWEA/Map, a new assessment product for K-12 students, for the 2018-2019 school year. Funding will come from the Curriculum Budget and shall not exceed \$120,000.00.
- C. Administration recommends approval of the following new curricular resources for the 2018-2019 school year. Funding will come from the Curriculum Budget and shall not exceed \$200,000.00.

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

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

#### IX. CONFERENCE/ WORKSHOP RECOMMENDATIONS

There were no questions or comments.

The following individuals are recommended for attendance at the following:

CODE: 580 Account: Conference/Training, registration, food, and accommodations

#### DISTRICT OFFICE

- A. **Robert Catalano,** Director of Technology, to attend "*Tech Talk Live*" in Lancaster, PA from May 7 through May 9, 2018. The total cost for this conference is \$654.00 (registration, transportation, lodging, meals). No substitute is needed.
- B. Catherine Gardy, K-12 Literacy Supervisor, Wendy Taylor and Megan Wilmarth, Instructional Coaches, to attend the "PA Literacy Symposium" at PaTTAN in Harrisburg, PA from June 13 through June 15, 2018. The total cost for this conference is \$730.52 (registration, transportation, meals). No substitutes are needed.

### **HIGH SCHOOL**

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

#### 5/6/7 GRADE CENTER

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

#### **DISTRICT-WIDE**

E. Steven Hull, Mark Kehl, Zachary Laurie, Shawn Riordan, Jessica Rusinski, and Jill Shull, Ram QUEST Specialists, to attend "Coding as the New Literacy: A Hands On Event" at the Corbett Experience Center in Norristown, PA on May 17, 2018. The total cost for this conference is \$1.320.00 (registration and one day of substitute coverage for each teacher).

#### X. OTHER BUSINESS

There were no questions or comments.

- A. The following policy is submitted as a second reading for approval at next week's meeting:
  - 1. Policy #249 Bullying and Cyber Bullying (Attachment A4)
- B. Administration recommends approval of the following annual report of income and expenses as required by Policy #229 Student Fund Raising.
  - 1. Spring City American Legion Baseball, Inc.
- C. Board approval is needed to designate **Thomas J. DiBello** to continue to serve on the **Montgomery County Intermediate Unit Board of Directors.** The seat is for a 2-year term. The current term expires on June 30, 2018. The new term will commence on July 1, 2018 and expire on June 30, 2020.

- D. Administration recommends approval for the Spring-Ford Area High School Girls' Basketball Team to accept the invitation to participate in the Nike Tournament of Champions, December 18, 2018 December 22, 2018 in Phoenix, AZ. Ninety-Six teams were chosen from the entire country to compete including most of the Pre-Season Top 25 ranked teams in the country. Each team is guaranteed four games. Cost per student-athlete will be approximately \$\_\_\_\_\_\_ for lodging, meals and transportation. The High School Girls' Basketball Program and staff will conduct fundraising events to help defray the costs. There is no cost to the school district. Student-athletes will miss four school days and will be responsible for all missed classwork. No substitutes are needed.
- E. The following policies are submitted as a first reading:
  - 1. Policy #103 PROGRAMS: Nondiscrimination in School and Classroom Practices (Attachment A5)
  - 2. Policy #903 COMMUNITY: Public Participation in Board Meetings (Attachment A6)
  - 3. Policy #906.1 COMMUNITY: Anonymous Communications (Attachment A7)

#### XI. BOARD COMMENT

Mr. Dehnert commented that a lot of programs for elementary schools are paid for by home and school and when you look at a school like Spring City Elementary that does not have much of a home and school, has a low population, the people there are lower income so they do not have the money that others have. He questioned if students were being short changed on those kinds of assemblies that the other schools get because they do not have a wealthier home and school and a bigger population to pay for those assemblies.

Dr. Goodin replied yes that they were bringing in less money so they have less to spend.

Mr. Dehnert stated that the answer is yes that those students get short-changed. He added that if those programs are really worthwhile then those students get short-changed because they are not as well off as the other elementary schools.

Mr. DiBello asked what kind of programs are funded by home and schools and Dr. Goodin replied assemblies.

Mr. Dehnert commented that if those programs are valuable then those students are not getting the benefit of them. Mr. Dehnert added that either the programs are valuable or not but if they are valuable then we are doing an injustice to the students at Spring City Elementary by not having similar programs just because they cannot afford it.

Dr. Roche replied that a couple years ago when we went through budget reductions at the buildings and used a per pupil allocation to balance things out a little bit during tougher financial times, we did add additional budget money to Spring City knowing the cost of operating a building. He added that principals are allocated a budget to make some decisions and some home and schools subsidize or add programs to that. Dr. Roche stated that Spring City was given additional funds or did not take the reduction that other schools did at that time. Dr. Roche added that they have not looked at this in a while but it is something that they could definitely take another look at.

Mr. DiBello stated that he wanted it to be made clear that from an educational stand-point the district is providing the same level of education at Spring City as it does at all elementary schools. He added that we have invested in Spring City by bringing the Hybrid Learning Model into that school. He commented that what Mr. Dehnert is referring to is the home and school association and whatever programs they may put in place through fundraising. Mr. DiBello stated that he believes the people at Spring City Elementary would find the comments made this evening offensive. He added that he thinks they are hardworking individuals with demographics spread all across the board. He concluded by saying that you are talking about a school that only has 125 students compared to other elementary schools that have 500-600 students which would make up a big difference when raising funds to do these in-school activities for students. Mr. DiBello said he knows the home and school in Spring City works extremely hard to provide a wonderful environment for their students and he applauds them for all of their hard work.

Mr. Dehnert clarified that he was not trying to disparage the people at Spring City as he was trying to say that they were not getting as much in the way of those programs that the other schools get. He stated that it is not the fault of the people who live there as the two factors are that it is not as affluent a school as the other elementary schools and because they have a smaller population they do not have as big a home and school to raise the money. Mr. Dehnert commented that if those programs are worthwhile and they are not getting them then maybe they should.

Dr. Dressler asked if Mr. Dehnert would prefer if all of the home and school's money that is raised be put into a pot and distributed equally among each of the schools. Mr. Dehnert replied no that he is just making a statement that if they are not as economically as well off then they are not getting the same programs that the other schools are getting.

Mr. DiBello commented that every home and school raises money differently and uses it differently and they are not all similar in nature and some schools do a little bit more than other schools.

Mrs. Zasowski commented that she believes they will all be talking about this to them at the President's Council meeting which will take place this Thursday. She suggested that it might be a good time to find out from the groups what each of them are doing.

### XII. PUBLIC TO BE HEARD

There were no comments from the public.

### XIII. ADJOURNMENT

Mrs. Melton made a motion to adjourn and Mr. Jackson seconded it. The motion passed 8-0. The meeting adjourned at 9:43 p.m.

Respectfully submitted,

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

Region I: Dr. Edward T. Dressler and Bernard F. Pettit

Region II: Dawn R. Heine, Clinton L. Jackson and Colleen Zasowski

Region III: Mark P. Dehnert and Christina F. Melton

Presiding Officer: Thomas J. DiBello

Superintendent: Dr. David R. Goodin

Chief Financial Officer: James D. Fink

Solicitor: Mark Fitzgerald, Esq.

Student Reps.: Taylor Stevens

The following Board Members was absent: Linda C. Fazzini

The following Student Representative was absent: Nandini Patel

#### **ANNOUNCEMENTS**

There were no announcements.

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

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

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

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

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

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

## II. ACTION ITEMS

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

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

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

#### III. PRESENTATIONS

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

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

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

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

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

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

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

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

### IV. BOARD AND COMMITTEE REPORTS

Student Rep. Report Taylor Stevens/Nandini Patel Report next week.

Curriculum/Technology Dawn Heine 1st Tues. 6:30 p.m.

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

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

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

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

Mrs. Zasowski reported that the Policy Committee met on March 12<sup>th</sup> and spoke about Policy 103 – Nondiscrimination in School and Classroom Practices. She added that Mrs. Leiss was present and participated in the discussion concerning the changes to the policy as well as the introduction of Policy 104 – Nondiscrimination in Employment Practices. Mrs. Zasowski advised that Mrs. Leiss as the Human Resource Director serves as the district's compliance officer and shared an overview of the procedures and practices in addressing any of the concerns as well as the impact of the proposed PSBA changes to the policies. Mrs. Zasowski reported that Dr. Roche shared an update from a discussion he had with our attorney in terms of a request for the School Board to be made aware of any violations of these policies and additional conversations are still happening with specific input to come from the attorney that will be brought back to the April meeting. Mrs. Zasowski reported that the committee spent a lot time and conversations continued on the Use of Facilities Policy specifically on rental charges versus service fees. She added that she shared with the committee her attempt at establishing a fee schedule and charges based on the numbers previously discussed in meetings and Dr. Roche will follow up with

Mr. Cooper and his department in terms of looking at other costs associated with the rentals. She advised that this will also come back to the committee for further discussion in April. Mrs. Zasowski continued that policy on bullying and cyber-bullying was reviewed by a committee of parents and administrators and a few slight working changes were suggested but the recommendation was that the policy be moved forward for a first reading tonight. Mrs. Zasowski reported that the policy on Anonymous Communications was updated and then brought back to provide some additional clarity reviewed but the committee did not have enough time to fully review it so this will also return to the April agenda. Mrs. Zasowski advised that Dr. Roche had informed the committee that they will see a revised policy on class rank from the Curriculum and Technology Committee as they have been working on a major revision to the policy and it will come to them for review of those changes. Mrs. Zasowski advised that Title I Parent Involvement and Child Abuse are two policies that need to be reviewed but there was not adequate time so these will be on the April committee agenda as well.

Extracurricular Mark Dehnert 2<sup>nd</sup> Mon. 6:30 p.m. (alt. months)

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

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

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

## Finance Thomas J. DiBello 2<sup>nd</sup> Tues. 6:30 p.m.

Mr. DiBello reported that the Finance Committee met on February 28th and began the meeting with the review of the monthly reports. He advised that some of the highlights are that real estate assessments increased by about \$9 million, earned income taxes are trending and it appears that we are going to hit the \$10 million mark, self-funded insurance has seen a little bit higher claims which is probably due to the flu season, food service reports are reflecting higher costs in food and supplies and the district will be looking to see if there was possibly an inventory count issue with this or not. Mr. DiBello advised that the district will also be looking at current lunch prices as is the practice every couple of years. He added that the committee did a brief preliminary look at the budget and they are still looking at a \$3.6 million budget gap. Mr. DiBello pointed out that the special education costs continue to rise which is mandated by the state. He added that the district is mandated to pay about \$30 million in expenses and the state give us back about \$5.2 million to cover everything they are mandating onto us so the district is left to come up with roughly \$25 million. Mr. DiBello reported that the main topic of the meeting was regarding the high school expansion project where they did focus, from a finance perspective, only on the numbers. He advised that the committee reviewed the numbers from the town hall meeting that was held roughly a year ago and those numbers were anticipated to be at about \$10.5 - \$12 million. Mr. DiBello informed everyone that the current annual debt service is at about \$14.9 million. He added that the actual debt service payment is about \$14.2 million which leaves about a \$700,000 favorable budget. Mr. DiBello reported that they did review the total bids and with everything included it came to \$10.89 million which includes all of the soft costs and all other fees. Mr. DiBello advised that the recommendation from Mr. Fink the CFO is to

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

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

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

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

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

## Solicitor's Report Mark Fitzgerald

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

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

### V. ACTION ITEMS

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

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

- E. The Board approved the High School Additions Base Bid #1, #2 and #3 as per their bids to Anchor Fire Protection Co, Inc. for the Fire Protection Contractor for their bid amount of \$149,850.00 accepting alternate #1 rejecting all other alternates and bids, contingent upon receipt of all governmental approvals required for the project, and further contingent upon the receipt of the appropriate performance and payment bonds, certificates of insurance, and signed Standard Form of Agreement between Owner and the Contractor, all in compliance with the contract. The Board reserves the right to rescind this award, without liability to the above-referenced Contractor(s), prior to the execution of the Standard Form of Agreement between Owner and Contractor by the School District if within sixty (60) days of the date of this motion.
- F. The Board approved the additional soft costs which shall include, without limitation, obtaining any additional permits, bond financing costs, legal costs, Furniture, Fixtures, and Equipment, and Construction Contingency not to exceed \$1,484,104 relating to the construction of the High School Additions. Note the Board has previously approved soft costs in the amount of \$1.131.896.00.

### VI. MINUTES

There were no questions.

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

#### VII. PERSONNEL

There were no questions.

## A. Resignation

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

## B. Leave of Absence

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

## C. Support Employees

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

## D. Changes of Status

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

### E. Substitutes

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

### F. Personnel Information Item

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

- 1. Lindsay Y. Silcox
- G. Administration recommends approval of the attached extra-curricular contracts for the 2017-2018 school year. (Attachment A11)
- H. Administration recommends approval of the following Teacher for the Pre-K Summer Readiness Program. Compensation will be set at \$40.00 per hour.
  - 1. Jessica A. Mecleary
- I. Administration recommends approval of the following Instructional Assistant for the Pre-K Summer Readiness Program. Compensation will be set at \$19.98 per hour.
  - 1. Debra J. Mohr-Kehs

## VIII. FINANCE

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

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

\$1,592,981.23

2. Food Service Checks Check No. 728 – 791

\$ 86,544.28

3. Capital Reserve Checks Check No. 2024 - 2026

\$ 291,379.71

- 4. <u>General Fund, Food Service, & Capital Reserve ACHs</u>
  ACH 171800550 171800635 \$ 1,479,800.91
- C. The following monthly Board reports are submitted for your approval:
  - Skyward Reports
    - o General Fund Check Register
    - Food Service Check Register
    - Capital Reserve Check Register
    - o ACH Check Register
    - Summary Revenue Report
    - Summary Expense Report
- D. Administration recommends approval of Resolution 2018-11 appointing the Controller, Staff Accountant and Accounts Receivable Specialist to act as liaisons between the Spring-Ford Area School District and Berkheimer for the express purpose of providing and or transmitting any and all tax information and records, or any part thereof, relating to the collection of taxes. (Attachment A12)
- E. Administration recommends approval of the following **independent contracts** that are offered free of charge or are being funded by the Home and School Associations, the Home and School Leagues, the Parent Teacher Associations, the Parent Teacher Organizations or an outside source:
  - Benmore Enterprises Bushkill, PA. Provide an assembly entitled "Rocks, Minerals, and Fossil Show" for third grade students at Brooke Elementary along with two dig work-shops. Funding will be paid by the Brooke Elementary Home and School Association and shall not exceed \$525.00.
  - Dialed Action Sports Team Lincoln Park, NJ. Provide a Launch Ramp BMX Stunt Show teaching bicycle safety and responsible choices for students in grades 1-4 at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,850.00.
  - 3. **Eric Geoffrey Belcher Philadelphia, PA.** Provide two juggling shows entitled "Give & Take Jugglers" for students at Upper Providence Elementary. Funding will be paid by the Upper Providence Elementary Home and School Association and shall not exceed \$1,200.00.
  - 4. **Michael P. O'Neill/Batfish Books Palm Beach Gardens, FL.** Provide two full-day assemblies at Royersford Elementary and Upper Providence Elementary for all students on photography, marine wildlife, conservation, storytelling and writing. Funding will be split between the Royersford Parent Teacher Organization (\$1,500.00) and the General Fund (\$1,500.00) and shall not exceed a total of \$3,000.00.

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

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

#### VII. PROPERTY

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

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

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

## VIII. PROGRAMMING AND CURRICULUM

There were no questions.

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

#### IX. CONFERENCE/ WORKSHOP RECOMMENDATIONS

There were no questions.

The following individuals are recommended for attendance at the following:

CODE: 580 Account: Conference/Training, registration, food, and accommodations
HIGH SCHOOL

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

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

#### **DISTRICT-WIDE**

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

### X. OTHER BUSINESS

There were no questions.

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

#### XI. INFORMATIONAL ITEM

There were no questions.

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

#### XII. BOARD COMMENT

There were no comments.

#### XIII. PUBLIC TO BE HEARD

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

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

#### XIV. ADJOURNMENT

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

Respectfully submitted,

Diane M. Fern School Board Secretary

# 2017-2018 EXTRACURRICULAR CONTRACTS APRIL 2018

	Contract Title	Season	Last Name	First Name	Contract Rate
1	Volunteer Boys Lacrosse Coach - HS	Spring	Feiss	Jesse E.	Volunteer
2	Volunteer Boys Lacrosse Coach - HS	Spring	Hare	lan C.	Volunteer
3	Lacrosse Coach - Boys- 8th Grade Head	Spring	Hare	Zachary M.	\$2,772.00
4	Volunteer Assistant Baseball Coach - HS	Spring	Hoff	James F.	Volunteer
5	Volunteer Girls Lacrosse Coach- HS	Spring	Moley	Marissa R.	Volunteer
6	Volunteer Boys Lacrosse Coach - HS	Spring	Ullmann	Bjorn P.	Volunteer

## SPRING-FORD AREA SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

#### **ADMINISTRATION**

Dr. David R. Goodin Superintendent

Dr. Allyn J. Roche Assistant Superintendent

#### BOARD OF DIRECTORS

Thomas J. DiBello Board President

Dawn R. Heine Board Vice President

Mark P. Dehnert Region III

Dr. Edward T. Dressler, Jr. Region I

Linda C. Fazzini Region I

Clinton L. Jackson Region II

Christina F. Melton Region III

Bernard F. Pettit Region I

Colleen Zasowski Region II

#### **RESOLUTION 2018-12**

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

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

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

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

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

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

WHEREAS, the School District desires to authorize the issuance of its General Obligation Bonds, Series of 2018, in the aggregate principal amount of up to TEN MILLION DOLLARS (\$10,000,000) for the purposes set forth herein, upon the terms and conditions and in the form as herein provided (the "Bonds"), and to authorize the acceptance of the Proposal.

Phone: 610-705-6000 | Fax: 610-705-6245 | Internet: www.spring-ford.net

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

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

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

SECTION 2. Authorization of Issuance of Bonds and Approval of Project. The School District hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Act by the issuance of the Bonds in the principal amount of up to \$10,000,000 for the purpose of providing funds for and toward the costs of the Project, including

the financing of expenses associated therewith. The Bonds are to be sold and delivered as hereinafter provided.

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

- (a) The proceeds of the Bonds designated for the Capital Project shall be deposited in the School District's Capital Project Fund and shall be applied by the School District from time to time to the Capital Project as approved by the Business Administrator. It is hereby determined and declared that the average estimated useful life of the components of the Capital Project is not less than twenty-five (25) years and that the School District has obtained realistic estimates of the costs of such projects through bid prices or estimates from qualified persons as required by Section 8006 of the Act.
- (b) It is hereby determined that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

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

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

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

SECTION 7. Appointment of Paying Agent and Sinking Fund Depositary.

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

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

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

- a. The amount of the debt service with respect to the Bonds payable in each fiscal year shall be included in the School District budget for that year;
- b. The School District shall appropriate such amounts from its general revenues necessary for the payment of such debt service;
- c. It shall duly and punctually pay, or cause to be paid from its sinking fund or any other of its revenues or funds, the principal of and interest due upon the Bonds, to the extent of its obligation, on the dates, at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof; and
- d. For such payment, budgeting and appropriation the School District herewith irrevocably pledges its full faith, credit and taxing power.

The covenant contained in this Section shall be specifically enforceable.

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

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

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

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

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

direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature page follows]

	ADOPTED by the B	oard of School D	irectors of the Spring-Ford Area School District
this	day of	, 2018.	
			SPRING-FORD AREA SCHOOL DISTRICT Montgomery and Chester Counties
Attest:			By:
	Diane Fern		Thomas J. DiBello
	<b>Board Secretary</b>		Board President

## SCHEDULE "A"

## **BOND INTEREST RATES & MATURITY SCHEDULE**

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

Date	Principal	Coupon	Interest	Total P+I
03/01/2019	10,000.00	6.000%	450,000.00	460,000.00
03/01/2020	10,000.00	6.000%	599,400.00	609,400.00
03/01/2021	10,000.00	6.000%	598,800.00	608,800.00
03/01/2022	10,000.00	6.000%	598,200.00	608,200.00
03/01/2023	10,000.00	6.000%	597,600.00	607,600.00
03/01/2024	10,000.00	6.000%	597,000.00	607,000.00
03/01/2025	10,000.00	6.000%	596,400.00	606,400.00
03/01/2026	1,085,000.00	6.000%	595,800.00	1,680,800.00
03/01/2027	1,125,000.00	6.000%	530,700.00	1,655,700.00
03/01/2028	1,165,000.00	6.000%	463,200.00	1,628,200.00
03/01/2029	1,215,000.00	6.000%	393,300.00	1,608,300.00
03/01/2030	1,265,000.00	6.000%	320,400.00	1,585,400.00
03/01/2031	1,310,000.00	6.000%	244,500.00	1,554,500.00
03/01/2032	1,355,000.00	6.000%	165,900.00	1,520,900.00
03/01/2033	1,410,000.00	6.000%	84,600.00	1,494,600.00
Total	\$10,000,000.00	-	\$6,835,800.00	\$16,835,800.00

## **SCHEDULE "B"**

## **FORM OF BONDS**

# [Changes to form to accommodate Note, if applicable] SCHEDULE 'C" - FORM OF OBLIGATION

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

NO: R			\$	
	SCHOOL DISTRICT			
	CC	OUNTY, PENNSYLVA	NIA	
	GENERAL OBL	IGATION BONDS		
	SERIES 20 _			
		DATED DATE		
INTEREST RATE	MATURITY DATE	OF SERIES	CUSIP	
%				
REGISTERED OW	NER: CEDE & CO.			
PRINCIPAL SUM:		I	OOLLARS	
	S	SCHOOL DISTRICT, _	County	
Commonwealth of P	Pennsylvania, (the "School I			
	owner named above, or reg			
	ond shall have been previou		•	
	mption price shall have been	•	*	
	pay interest thereon calcula			
	hirty-day months, at the anr	•	• •	
, ,	receding the date of registra	-		
	red and authenticated as of a			
•	rest from said interest paym	¥ •		
	Record Date (hereinafter de		<u> </u>	
	ich event such Bond shall b		_	
	istered and authenticated on			
	, in which even			
	records of the Paying Agent			
	onds shall bear interest from			
	be paid initially on			
	ar, until the principal sum is			
	may be paid in any coin or			

which, at the time of payment, is legal tender for the payment of public or private debts. The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of \_\_\_\_\_\_. Bank, \_ Pennsylvania, as Paying Agent (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Record Date (as hereinafter defined) or at the election of such registered owner of a Bond in a denomination of \$500,000 or more, by wire transfer to a designated account, provided that any such election shall be received by the Paying Agent in writing not less than 10 days prior to the first payment of interest to which it relates. Interest on each Bond is payable by check drawn on the Paying Agent which shall be mailed to the registered owner whose name and address shall appear at the close of business on the fifteenth day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment. This Bond is not insured [or This Bond is insured by \_\_\_\_\_ pursuant to the Statement of Insurance attached hereto and incorporated herein. This Bond is one of a duly authorized issue of \$\_\_\_\_\_ principal amount of General Obligation Bonds, Series of 20\_\_\_ (the "Bonds") of the School District consisting of Bonds in the denomination of \$5,000 or integral multiples thereof maturing on \_\_\_ 20\_\_\_, and on each \_\_\_\_\_\_ thereafter to and including \_\_\_\_\_\_\_, 20\_\_\_. [if term bond: and then on \_\_\_\_\_\_, 20\_\_\_.] The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Act"), without the assent of the electors, pursuant to a resolution of the Board of School Directors of the School District adopted (the "Resolution") which authorized issuance of the Bonds. The Bonds have been issued by the

School District for the purposes of: (i) \_\_\_\_\_\_\_, (ii) \_\_\_\_\_\_, and (iii)

paying the costs and expenses related to the issuance of the Bonds.

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

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

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

[intentionally left blank]

name by the signature of its President and attested by the signature of its Secretary.			
	SCHOOL DISTRICT		
Attest: Diane M. Fern Board Secretary	By: Thomas J. DiBello Board President		

IN WITNESS WHEREOF, the School District has caused this Bond to be executed in its

(SEAL)

#### OPTIONAL REDEMPTION

The Bonds maturing on or after	are subject to optional redemption
prior to maturity, at the option of the School Distri	ct out of monies deposited with or held by the
Paying Agent for such purpose as a whole or in pa	rt on, 20 or any date
thereafter, in either case upon payment of a redem	ption price of 100% of principal amount plus
interest accrued to the redemption date. If less that	n all Bonds of any particular maturity are to be
so redeemed, the Bonds are to be redeemed by ma	turities and amounts designated by the School
District and by lot within each maturity.	
MANDATORY R	EDEMPTION
MI DITTORT I	
The Bonds maturing on	, 20 in the amount of \$ (the
"Term Bonds") are subject to mandatory redempti	on prior to maturity, in part, by lot from
monies to be deposited in the sinking fund created	1 1
100% of the principal amount thereof plus accrued	<u> </u>
District covenants that it will or will cause the Pay	• •
redemption, and redeem Term Bonds at said redem	
in the Resolution on of	the following years in the following amounts:
Bonds stated to mature	:
20	\$ 00,000.00
20	\$ 00,000.00 \$ 00,000.00
20	\$ 00,000,00

#### NOTICE OF REDEMPTION

\$000,000.00

20 \*

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

\*final maturity

proper notice has been given.

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

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

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

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

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

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

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

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

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

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

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the School District to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the School District, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; and that the School District has established with the Paying Agent as Sinking Fund Depositary a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable.

This Bond is hereby declared to be a general obligation of the School District. The School District, in the Resolution authorizing the issuance of the series of Bonds of which this Bond is one, has covenanted with the holders from time to time, of the Bonds of said series that, to the fullest extent authorized by law, the School District will include the amount of the debt service charges on the same for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt services, and will duly and punctually pay or cause to be paid the principal of every Bond, and the interest thereon and will duly and punctually pay or cause to be paid the maturity amount of every Bond, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

[intentionally left blank]

## AUTHENTICATION CERTIFICATE

This Bond is one of the	School District's General		
Obligation Bonds, Series	_ described in the within mentioned Resolution. Printed on		
the reverse hereof is the complete te	xt of the opinion of Fox Rothschild LLP, 10 Sentry Parkway,		
Suite 200, Blue Bell, Pennsylvania, Bond Counsel to the Scho			
District, a signed copy of which is o	n file with the undersigned, which was dated the date of		
initial delivery of, and payment for,	the Bonds.		
	Paying Agent		
	BY:		
	Authorized Signature		
Date of Authentication:			

## (FORM OF ASSIGNMENT)

## ASSIGNMENT

For value received			•
and transfers unto		an) the within Dandies	
insert social security or taxpayer-identif	and all rights		vocably appointing
with full power of substitution in the pro-			
Dated:	_		
Signature Guaranteed:			
Notice: Signature(s) must be gu institution which is a participant in a Se guarantee program.	•		
Notice: The assignor's signature appears upon the face of the within Bon whatsoever.			
(FORM	OF ABBRE	VIATIONS)	
The following abbreviations, whe shall be construed as though they were regulations:		-	
TEN ENT - as tenants	s in common s by the entired enants with the	ties e right of survivorship ε	and not as tenants in
UNIFORM GIFT MIN ACT		Custodian	
	Cust)	,	Minor)
under Uniform Gifts to Minors Act	(State)		
	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

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

## [STATEMENT OF INSURANCE]

## **PURCHASER'S PROPOSAL**



ESTABLISHED 1914

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

#### **BOND PURCHASE AGREEMENT**

April 23, 2018

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

Ladies and Gentlemen:

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

#### Purchase and Sale of the Bonds

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

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

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

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

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

#### Establishment of Issue Price

- (a) The Underwriter agrees to assist the School District in establishing the issue price of the Bonds and shall execute and deliver to the School District at the date of Closing ("Closing Date") an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.
- (b) The School District will treat the first price at which 10% of each maturity of the Bonds is sold to the public as the issue price of that maturity (the "actual sales test"). If different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the actual sales test.
- (c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the

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

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

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

- The Underwriter confirms that any agreement among Underwriter, any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the actual sales test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriter and the relating pricing wires; (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The School District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with such other Underwriter's agreement regarding the hold-the-offering-price rule as applicable to the Bonds.
- (e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:
  - (1) "public" means any person other than an underwriter or a related party,
  - (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
  - (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

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

- (4) "sale date" means the date of execution of this Agreement by all parties.
- 1. The Preliminary Official Statement as amended to delete the preliminary language, to insert the final terms and provisions of the Bonds, and with such additional changes as may be approved by the School District and the Underwriter, is hereinafter referred to as the "Official Statement." The Bonds have been authorized and are being issued pursuant to the laws of the Commonwealth of Pennsylvania and pursuant to Ordinance (the "Ordinance") duly enacted on April 23, 2018 by the School District Board of School Directors, the duly authorized governing body of the School District.
- 2. It is a condition of the School District's obligation to sell and deliver the Bonds to the Underwriter, and of the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the School District and accepted and paid for by the Underwriter at the Closing. The Underwriter intends to make an initial public offering of all of the Bonds at a price or prices not in excess of the public offering price or prices set forth on the inside front cover page of the Official Statement. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering price or prices stated on the inside front cover page of the Official Statement.
- The School District has approved or ratified the production and distribution of the Preliminary Official Statement by the Underwriter on or prior to the date of this Agreement in connection with the public offering and sale of the Bonds. As of its date, the Preliminary Official Statement was deemed final" by the School District for purposes of Rule 15c2-12 of the Securities and Exchange" Commission under the Securities Exchange Act of 1934 (the "Rule"). The School District has authorized the distribution of the Official Statement by the Underwriter in connection with the public offering and the sale of the Bonds. In addition, the School District hereby approves and authorizes the Underwriter to coordinate the printing of the Official Statement by Boenning & Scattergood Inc. The School District agrees to provide to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter reasonably requests as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board ("the MSRB"). The School District agrees to deliver such Official Statement within seven business days after the execution hereof and, in any event, in sufficient time to accompany any confirmation that requests payment from any customer. As soon as practical after the receipt thereof, the Underwriter will deliver the Official Statement, and any supplement or amendment thereto, to a nationally recognized municipal securities information repository. The Official Statement may be revised, amended, changed or supplemented after the execution of this Agreement only with the permission of the Underwriter.
- 4. The School District will be entitled to treat as the "end of the underwriting period" for the Bonds under the Rule (the "End of the Underwriting Period"), the date of the closing unless otherwise notified in writing by the Underwriter.
  - 5. The School District hereby represents, warrants, covenants and agrees as follows:
  - (a) The School District is a political subdivision of the Commonwealth of Pennsylvania and has full legal right, power and authority to (i) enact the Ordinance, (ii) execute and deliver this Agreement, (iii) execute and deliver any other agreements, certificates and documents executed by the School District in connection with the issuance of the Bonds (collectively, the "Issuer Documents"), (iv) sell, issue and deliver the Bonds to the Underwriter as provided herein, and (v) carry out and consummate the transactions contemplated by this Agreement, the Issuer Documents, the Ordinance, the Preliminary Official Statement and the Official Statement; and the School District has complied,

and at the Closing will be in compliance, in all respects with the Constitution and laws of the Commonwealth of Pennsylvania and with the obligations on its part in connection with the issuance of the Bonds contained in the Bonds, the Ordinance and this Agreement;

- (b) By all necessary official actions, the School District has duly enacted the Ordinance, has duly authorized and approved the issuance of the Bonds and the execution and delivery of this Agreement, the Issuer Documents, the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution, delivery and performance of its obligations as such obligations are referenced in the Bonds, the Ordinance, the Issuer Documents and this Agreement, and the consummation by it of all other transactions contemplated in connection with the issuance of the Bonds;
  - (c) This Agreement and the Issuer Documents constitute valid, binding and enforceable obligations of the School District, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;
  - (d) The Bonds, when issued and delivered to the Underwriter in accordance with the Ordinance and this Agreement, will constitute valid, binding and enforceable obligations of the School District, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;
  - (e) The Ordinance has been duly enacted by the Board of School Directors and has not been amended, modified or repealed since the date of its adoption and is in full force and effect:
  - (f) The School District is not in material breach of or material default under any applicable constitutional provision, law, or administrative regulation of the Commonwealth of Pennsylvania or the United States or any applicable judgment or decree, or any material loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the execution and delivery of the Bonds, the Issuer Documents and this Agreement and the adoption of the Ordinance, and compliance with the provisions contained therein and herein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree or any material loan agreement, indenture, bond, note, ordinance, agreement, or other instrument to which it is a party or any of its property or assets is otherwise subject;
- (g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter have been duly obtained, or will by the closing be obtained, which are required for the due authorization by or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the School District of its obligations in connection with the issuance of the Bonds and under this Agreement, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;
- (h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officials of the School District executing this Agreement, threatened against the School District(i) to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way to contest or affecting any authority for the issuance of the Bonds or the validity, due authorization, execution or delivery of the Bonds, the Ordinance, the Issuer Documents or this Agreement, (iii) in any way to contest the existence or powers of the School District, (iv) to restrain or enjoin the levy or collection by the School District of taxes necessary to pay the Bonds when due, (v) to which if determined adversely to the School District would result in any material adverse change in the business or the financial condition of the School District; or (vi) to assert that the Official Statement contains any untrue

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

- (i) Since December 31, 2017, no material and adverse change has occurred in the financial position or results of operations of the School District, except as set forth in the Official Statement; and the School District has not, since December 31, 2017, incurred any material liabilities other than in the ordinary course of business or as set forth in the Official Statement;
- (j) The School District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the School District will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction;
  - The information (other than information set forth under the captions "RATING", "BOOK-ENTRY ONLY SYSTEM" and "UNDERWRITING" as to which no view is or need be expressed) contained in (i) the Preliminary Official Statement was (except as modified by the Official Statement), and (ii) the Official Statement in the form delivered to the Underwriter is, and will be as of their respective dates and the date of Closing (unless an event occurs of the nature described in paragraph (I) of this Section), true, correct and complete in all material respects and does not, and will not, as of their respective dates and at all times subsequent thereto up to and including a date 25 days following the End of the Underwriting Period, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading If between the date of this Agreement and a date 25 days following the End of the Underwriting Period (i) an event occurs or any pre-existing fact or condition becomes known which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School District will promptly notify the Underwriter and (ii) if in the opinion of the Underwriter, such event, fact or condition requires the preparation and publication of an amendment or supplement to the Official Statement, the School District will amend or supplement the Official Statement at its own expense such that the Official Statement, as so supplemented or amended, will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or which should be included therein for the purpose for which the Official Statement is used, or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in a form and manner approved by the Underwriter which approval will not be unreasonably withheld;
  - (I) Any certificate signed by an authorized officer of the School District and delivered to the Underwriter will be deemed a representation, warranty, covenant and agreement by the School District to the Underwriter as to the statements made therein.
  - 6. To permit the Underwriter to comply with the Rule, the School District hereby represents, warrants, covenants and agrees as follows:
  - (a) Beginning with the fiscal year ended December 31, 2018, the School District agrees to provide or cause to be provided annual financial information delivered not later than September 1st of each year to the MSRB with the MSRB's Electronic Municipal Market Access ("EMMA") system. Annual financial information, as used in the previous sentence, means the financial information and operating data with respect to the School District of the type set forth in the Official Statement as described under the caption "CONTINUING DISCLOSURE

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

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

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

- 8. The Underwriter has entered into this Agreement in reliance on the representations, warranties, covenants and agreements of the School District contained herein, and in reliance on the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and on the performance by the School District of its obligations hereunder, both as of April 23, 2018 and the date of Closing. Accordingly, the Underwriter' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds are conditioned on the performance by the School District of its obligations to be performed hereunder and the delivery of such documents and instruments enumerated herein in form and substance reasonably satisfactory to the Underwriter, at or before the Closing, and are also subject to the following additional conditions:
  - (a) The representations, warranties, covenants and agreements of the School District contained herein are true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
  - (b) At the time of the Closing, the Ordinance is in full force and effect in accordance with its terms and has not been amended, modified or supplemented, except in any such case as may have been agreed to by the Underwriter, and the Official Statement has not been supplemented or amended, except in any such case as may have been agreed to by the Underwriter:
  - (c) At the time of the Closing, all official action of the School District and the other parties thereto relating to this Agreement, the Issuer Documents, the Bonds, and the Ordinance are in full force and effect in accordance with their respective terms and have not have been amended, modified or supplemented in any material respect, except in each case as may have been agreed to by the Underwriter;
  - (d) At the time of the Closing the School District will perform or has performed all of its obligations required under or specified in this Agreement and in the Ordinance, or contemplated by the Ordinance or the Official Statement, to be performed prior to the Closing; and

- (e) At or before the Closing, the Underwriter will receive true and correct copies of each of the following documents:
  - (1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the School District.
  - (2) The Ordinance certified by an authorized officer of the School District under seal as having been duly enacted by the School District Board of School Directors and as being in effect, with such supplements or amendments as may have been agreed to by the Underwriter;
    - (3) Counterparts of each of the fully executed Issuer Documents;
  - (4) The unqualified approving opinion of Fox Rothschild LLP, Blue Bell, Pennsylvania ("Bond Counsel"), in form and substance satisfactory to the Underwriter;
  - (5) The opinion of Fox Rothschild LLP, Blue Bell, Pennsylvania, Solicitor to the School District, dated the date of Closing, addressed to the School District and to the Underwriter, to the effect that:
- (i) The School District is duly organized and existing under the laws of the Commonwealth of Pennsylvania and has the power and authority to undertake the financing described above.
- (ii) The meeting of the School District Board of School Directors held on April 23, 2018 was duly and properly called and held in accordance with laws of the Commonwealth of Pennsylvania.
- (iii) The Ordinance considered by the Board of School Directors of the School District at its meeting on April 23, 2018, authorizing the issuance of the Bonds, was duly enacted in accordance with all requirements of law, rules of procedure and the Home Rule Charter of the School District at a public meeting of the Council of the School District duly called and held on April 23, 2018, at which meeting a quorum was present and acting throughout, and said Ordinance has not been amended, modified or repealed since the date of its enactment and is in full force and effect on the date hereof.
- (iv) The officers of the School District who have executed documents or taken other action in connection with the issuance of the Bonds were and are duly elected or appointed, qualified and acting as such officers.
- (v) No litigation or other proceedings are pending or, to my knowledge, threatened in any court or other tribunal of competent jurisdiction, state or federal, (a) to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, (b) in any way contesting the power or the authority of the School District for the issuance or delivery or the validity of the Bonds, (c) in any way contesting the existence or powers of the School District relating to the issuance of the Bonds, or (d) wherein an adverse decision as to the School District would affect the School District's ability to timely pay debt service on the Bonds.
- (vi) The Official Statement, dated the date hereof, relating to the Bonds (the "Official Statement") has been duly authorized, approved, signed and delivered by the School District. In the course of my participation in the financing, nothing has come to my attention which would lead me to believe that the Official Statement (exclusive of any information related to Depository Trust Company, [Assured Guaranty Municipal Corp.], the tax status of interest on the Bonds, all financial, statistical and tabular material and any projections included in the Official Statement, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein made, in light of the circumstances under which they are made, not misleading.

- (6) A certificate of the School District, dated the date of Closing, to the effect that the representations, warranties, covenants and agreements of the School District herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, and that the School District has performed all obligations to be performed hereunder as of the date of Closing;
- (7) A certificate of the School District, dated the date of Closing, to the effect that the Ordinance and any other Ordinance of the School District Board of School Directors relating to the issuance of the Bonds or authorizing, as applicable, the execution and delivery of the Official Statement, the Issuer Documents, this Agreement and the Bonds have not been modified, amended or repealed without the written consent of the Underwriter;
- (8) A certificate of the School District, dated the date of Closing, approved by Bond Counsel, (i) setting forth the facts, estimates and circumstances in existence on the date of Closing which establishes that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any Regulations, Temporary Treasury Regulations and Proposed Treasury Regulations issued pursuant to the Code, and (ii) certifying that to the best of the knowledge and belief of the signing officer, there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;
  - (9) A Bond specimen;
- (10) Evidence that Moody's Investors Service has issued a rating for the Bonds which is not lower than "\_\_\_\_",
- (11) An executed copy of the Letter of Representations between the School District and The Depository Trust Company or a copy of the School District's Blanket Letter of Representations on file with The Depository Trust Company;
- (12) A copy of the proceedings filed by the School District with the Pennsylvania Department of Community and Economic Development (the "Department") for the incurring of non-electoral debt under the Pennsylvania Local Government Unit Debt Act, together with the Department's Certificate of Approval for the incurring of such debt;
- (13) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the School District's representations, warranties, covenants and agreements contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the School District on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

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

- 9. If the School District is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept the delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds is terminated for any reason permitted by this Agreement, this Agreement will terminate and neither the Underwriter nor the School District will be under any further obligation hereunder, except that the obligation of the School District to pay expenses, as set forth in Section 10 hereof, will continue in full force and effect. If the Underwriter cancels its obligations to purchase the Bonds pursuant to Section 7 hereunder, the Underwriter will pay all expenses incurred by the Underwriter and the School District as of the date of such cancellation, including, but not limited to, the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement.
- 10. The School District will pay all costs of issuance of the Bonds including, but not limited to (i) the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement, together with the number of copies the Underwriter deems reasonable; (ii) the cost of preparation and printing of the Bonds; (iii) the reasonable fees and disbursements of Bond Counsel; (iv) the reasonable fees and disbursements of any accountants, consultants, financial advisors or additional legal counsel retained in connection with the issuance of the Bonds; (v) fees for Bond ratings; (vi) the fees for bond insurance; (vii) the initial fees and disbursements of the registrar and paying agent for the Bonds; (viii) all advertising expenses in connection with the public offering of the bonds; (ix) the costs of filing fees required by any of the Blue Sky laws; (x) CUSIP Service Bureau charges; and (xi) all out-of-pocket costs associated with the issuance of the Bonds.
- 11. Any notice or other communication to be given to the School District under this Agreement may be given by delivering the same in writing to the address shown on the first page of this Agreement and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Boenning & Scattergood Inc., 200 Barr Harbor Drive, Suite 300, West Conshohocken, PA 19428, Attention: Edward R. Murray.
- 12.(a) The School District, to the extent permitted by applicable law, agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the School District will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the School District by or on behalf of Underwriter specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the School District may otherwise have.
- (b) Underwriter agree to indemnify and hold harmless the School District, each of its officials, directors, officers, agents and employees, and each person who controls the School District within the meaning of

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

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

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

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

- 13. This Agreement is made solely for the benefit of the School District and the Underwriter and no other person will acquire or have any right hereunder or by virtue hereof. All of the School District's representations, warranties, covenants and agreements contained in this Agreement will remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Bonds pursuant to this Agreement.
- 14. This Agreement will become effective upon its acceptance by the School District, as evidenced by the execution hereof by the appropriate officials of the School District, and will be valid and enforceable at the time of such acceptance.
- 15. The Issuer may approve this Agreement by executing a counterpart of this Agreement and returning it to the Underwriter. This Agreement shall become a binding agreement between the Issuer and the Underwriter when a counterpart of this Agreement shall have been executed by or on behalf of each of the parties hereto.

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

ACCEPTED:, 2018	By: Edward R. Murray Managing Director
	SPRING-FORD AREA SCHOOL DISTRICT
	By: <u>/s/</u>

#### **EXHIBIT A**

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

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

Date	Principal	Coupon	Interest	Total P+i
03/01/2019	10,000.00	6.000%	450,000.00	460,000.00
03/01/2020	10,000.00	6.000%	599,400.00	609,400.00
03/01/2021	10,000.00	6.000%	598,800.00	608,800.00
03/01/2022	10,000.00	6.000%	598,200.00	608,200.00
03/01/2023	10,000.00	6.000%	597,600.00	607,600.00
03/01/2024	10,000.00	6.000%	597,000.00	607,000.00
03/01/2025	10,000.00	6.000%	596,400.00	606,400.00
03/01/2026	1,085,000.00	6.000%	595,800.00	1,680,800.00
03/01/2027	1,125,000.00	6.000%	530,700.00	1,655,700.00
03/01/2028	1,165,000.00	6.000%	463,200.00	1,628,200.00
03/01/2029	1,215,000.00	6.000%	393,300.00	1,608,300.00
03/01/2030	1,265,000.00	6.000%	320,400.00	1,585,400.00
03/01/2031	1,310,000.00	6.000%	244,500.00	1,554,500.00
03/01/2032	1,355,000.00	6.000%	165,900.00	1,520,900.00
03/01/2033	1,410,000.00	6.000%	84,600.00	1,494,600.00
Total	\$10,000,000.00	~	\$6,835,800.00	\$16,835,800.00

# EXHIBIT B

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Ψ_	 	

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

Issue Price Certificate

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

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

#### **CERTIFICATE**

I, the undersigned, Secretary of the Board of School Directors of the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the "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 April 23, 2018, 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:

Vote

Secretary of the Board of School Directors

Dr. Edward Dressler		
Bernard F. Pettit		
Linda C. Fazzini		
Dawn R. Heine		
Colleen Zasowski		
Clinton Jackson		
Christina F. Melton		
Mark P. Dehnert		
Thomas J. DiBello		
IN WITNESS WHEREO	F, I set my hand	and affix the official seal of the School District this
day of	, 2018.	
(SEAL)		SPRING-FORD AREA SCHOOL DISTRICT
		BY:
		Diane Fern

Name

SECTION: PUPILS

TITLE: BULLYING AND CYBER

**BULLYING** 

ADOPTED: May 27, 2008

REVISED: January 28, 2015

**REVIEWED: March 12, 2018** 

#### 249. BULLYING AND CYBER BULLYING

1. Purpose

The Spring-Ford Area School District is committed to providing all students and employees with a safe and civil educational environment, free from harassment or bullying. Spring-Ford Area School District recognizes that bullying interferes with the learning process, and may present an obstacle to the academic, vocational, and social/emotional development of students.

2. Authority SC 1303.1-A Pol. 218, 220, 248 All forms of bullying and cyber bullying by school district students are prohibited. Anyone who engages in bullying or cyber bullying in violation of this policy shall be subject to appropriate discipline.

3. Definitions

**Bullying** shall mean a pattern of repeated intentional harmful behavior by a person or a group of persons that involves an imbalance of power (physical or social) toward a less powerful person or persons. This may include a wide variety of behaviors, with deliberate intent to hurt, embarrass, exclude or humiliate the other person(s). Researchers have identified three (3) forms of bullying:

- 1. **Physical** the most commonly known form; includes hitting, kicking, spitting, pushing and taking personal belongings.
- 2. **Verbal** includes taunting, malicious teasing, name-calling, and making threats.
- 3. **Psychological or Relational** involves spreading rumors, manipulating social relationships, and engaging in social exclusion or intimidation.

**Cyber bullying** shall mean all forms of verbal and psychological bullying that occur using technology or on the Internet through e-mail, instant messaging, text messages, on-line gaming, social media (ex. Twitter, Facebook) or personal profile web sites. Cyber bullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, threatening, or terrorizing another student, teacher or employee of the district by sending or posting inappropriate or derogatory e-mail messages, instant messages, text messages, digital pictures or images, or web site postings (including blogs). Cyberbulling can include the

# $249.\,$ BULLYING AND CYBER BULLYING - Pg. 2

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

# $249.\,$ BULLYING AND CYBER BULLYING - Pg. 3

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

SECTION: PROGRAMS

TITLE: NONDISCRIMINATION IN

SCHOOL AND CLASSROOM

**PRACTICES** 

ADOPTED: March 25, 1991

REVISED: February 22, 2011

**REVIEWED: April 11, 2018** 

# 103. NONDISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES

#### 1. Authority

The Board declares it to be the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs offered in the schools without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability. [1] [2] [3] [4] [5] [6] [7] [8] [9] [10] [11] [12] [13] [14] [15] [16] [17] [18] [19] [20]

The district strives to maintain a safe, positive learning environment for all students that is free from discrimination. Discrimination is inconsistent with the educational and programmatic goals of the district and is prohibited on school grounds, at school-sponsored activities and on any conveyance providing transportation to or from a school entity or school-sponsored activity.

The district shall provide to all students, without discrimination, course offerings, counseling, assistance, services, employment, athletics and extracurricular activities. The district shall make reasonable accommodations for identified physical and mental impairments that constitute handicaps and disabilities, consistent with the requirements of federal and state laws and regulations.

The Board encourages students and third parties who believe they or others have been subject to discrimination to promptly report such incidents to designated employees, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances.

The Board directs that verbal and written complaints of discrimination shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of discrimination brought pursuant to this policy shall also be reviewed for conduct which may not be proven discriminatory under this policy but merits review and possible action under other Board policies.

#### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and

#### 103. NONDISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES - Pg. 2

the investigation shall be handled in accordance with this policy and the district's legal and investigative obligations.

#### Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination.

#### 2. Definitions

#### **Discriminatory Harassment**

Harassment by students, employees or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, handicap/disability or for participation in reports or investigations of alleged discrimination is a form of discrimination and is subject to this policy. A person who is not necessarily an intended victim or target of such harassment but is adversely affected by the offensive conduct may file a report of discrimination on his/her own behalf. [21][22][23][24][25][26]

For purposes of this policy, harassment shall consist of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical

assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance and which relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability when such conduct is:

- Sufficiently severe, persistent or pervasive; and
- A reasonable person in the complainant's position would find that it creates
  an intimidating, threatening or abusive educational environment such that it
  deprives or adversely interferes with or limits an individual or group of the
  ability to participate in or benefit from the services, activities or opportunities
  offered by a school.

#### Sexual Harassment

Sexual harassment is a form of discrimination on the basis of sex and is subject to this policy.

For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal,

written, graphic or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of a student's status in any educational or other programs offered by a school; or
- Submission to or rejection of such conduct is used as the basis for educational or other program decisions affecting a student; or
- Such conduct deprives a student or group of individuals of educational aid, benefits, services or treatment; or
- Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance in school or school-related programs, or otherwise creates an intimidating, hostile, or offensive school or school-related environment such that it unreasonably interferes with the complainant's access to or participation in school or school-related programs.

Federal law declares sexual violence a form of sexual harassment. Sexual violence means physical or sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual may also be unable to give consent due to an intellectual or other disability. Sexual violence includes but is not limited to rape, sexual assault, sexual battery and sexual coercion.

3. Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Human Resources Director as the district's Compliance Officer. All nondiscrimination notices or information shall include the position, office address, telephone number and email address of the Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees and the public to notify them of where and how to initiate complaints under this policy.

The Compliance Officer shall promptly report to the school board any credible violations that may lead to criminal charges and/or legal action against the school district.

The Compliance Officer is responsible to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas:

- Curriculum and Materials Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
- Training Provision of training for students and staff to prevent, identify and alleviate problems of discrimination.
- The Compliance Officer is responsible to communicate to the school board on a yearly basis a report excluding names or any personal identifiable information of all investigations regarding any violations of this policy that were a part of the reports to the Office of Civil Rights; thereby listing the nature of each issue and how it was resolved or if it remains active.
- Resources Maintain and provide information to staff on resources available
  to alleged victims in addition to the school complaint procedure, such as
  making reports to the police, available assistance from domestic violence or
  rape crisis programs and community health resources including counseling
  resources.
- Student Access Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
- District Support Assurance that like aspects of the school program receive like support as to staffing and compensation, facilities, equipment, and related areas.
- Student Evaluation Review of tests, procedures, and guidance and counseling materials for stereotyping and discrimination.
- Complaints Monitor and provide technical assistance to building principals or designee in processing complaints.

The building principal or designee shall be responsible to promptly complete the following duties upon receipt of a report of discrimination or retaliation from a student, employee or third party:

- If the building principal is the subject of the complaint, refer the student to the Compliance Officer to carry out these responsibilities.
- Inform the student or third party about this policy including the right to an investigation of both oral and written complaints of discrimination.
- Obtain consent from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18). Inform

#### 103. NONDISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES - Pg. 5

parents/guardians and students who are complainants or accused of violating this policy that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.

- Provide relevant information on resources available in addition to the school complaint procedure, such as making reports to the police, available assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
- Immediately notify the Compliance Officer of the complaint. The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another district employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual.
- After consideration of the allegations and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate to protect the complainant and others as necessary from violation of this policy during the course of the investigation.

#### 4. Guidelines

#### <u>Complaint Procedure – Student/Third Party</u>

#### Step 1 – Reporting

A student or third party who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the building principal. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by Law. [27]

If the building principal is the subject of a complaint, the student, third party or employee shall report the incident directly to the Compliance Officer.

The complainant or reporting employee is encouraged to use the district's report form, available at the end of this policy, from the building principal or Compliance Officer, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person

accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

#### Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy and how to conduct a proper investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused shall be provided the opportunity to present witnesses and other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/ guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations. [27][28][29]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal

## 103. NONDISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES - Pg. 7

or child protective services investigation.

#### Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Compliance Officer within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Compliance Officer to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into discriminatory harassment or sexual harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.

#### Step 4 – District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

#### Appeal Procedure

- If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with recommended corrective action, s/he may submit a written appeal to the Compliance Officer within fifteen (15) days. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.
- The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.
- The person handling the appeal shall prepare a written response to the appeal within twenty (20) days. Copies of the response shall be provided to the complainant, the accused and the investigator who conducted the initial investigation.

## Legal References

- 1. 22 PA Code 12.1
- 2. 22 PA Code 12.4
- 3. 22 PA Code 15.1 et seq
- 4. 22 PA Code 4.4
- 5. 24 P.S. 1301
- 6. 24 P.S. 1301-A
- 7. 24 P.S. 1310
- 8. 24 P.S. 1601-C et seq
- 9. 24 P.S. 5004
- 10. 20 U.S.C. 1681 et seq
- 11. 29 U.S.C. 794
- 12. 42 U.S.C. 12101 et seq
- 13. 42 U.S.C. 1981 et seg
- 14. 42 U.S.C. 2000d et seq
- 15. 43 P.S. 951 et seq
- 16. Pol. 103.1
- 17. Pol. 218
- 18. Pol. 247
- 19. Pol. 249
- 20. U.S. Const. Amend. XIV, Equal Protection Clause
- 21. 29 CFR 1604.11

22. 29 CFR 1606.8
23. Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
24. Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
25. Office for Civil Rights – Harassment Guidance: Harassment of Students
by School Employees,
Other Students or Third Parties (January 2001)
26. Office for Civil Rights - Guidance on Schools' Obligations to Protect
Students from Student-on-Student Harassment on the Basis of Sex; Race,
Color and National Origin; and Disability (Oct. 26, 2010)
27. Pol. 806
28. 18 Pa. C.S.A. 2709
29. Pol. 815
28 CFR Part 35
28 CFR Part 41
34 CFR Part 100
34 CFR Part 104
34 CFR Part 106
34 CFR Part 110
Pol. 122
Pol. 123
Pol. 701

SECTION: PROGRAMS

TITLE: NONDISCRIMINATION IN

PARTICIPATION/

EMPLOYMENT/CONTRACT

**PRACTICES** 

ADOPTED: March 25, 1991

REVISED: February 22, 2011

## 103. NONDISCRIMINATION IN PARTICIPATION/ EMPLOYMENT/CONTRACT PRACTICES

1. Purpose SC 1310 Title VI 29 U.S.C. Sec. 794 Title IX 20 U.S.C. Sec. 1681 et seq 34 CFR 104.31-37 Title 22 Sec. 5.217 29 U.S.C. Sec. 206 29 U.S.C. Sec. 621 et seq 29 U.S.C. Sec. 794 42 U.S.C. Sec. 1981 et seq Title VII 42 U.S.C. Sec. 2000e et seg 42 U.S.C. Sec. 2000ff et seq

42 U.S.C. Sec.

12101 et seg

The Spring-Ford Area School District affirms that no person shall, on the basis of sex, disability, race, color, age, creed, religion, sexual orientation, national origin, ancestry, veteran's status or genetic information be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any educational program or activity. In addition, no person shall, on any of these bases, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment, or recruitment, or consideration, or selection therefore, whether full-time or part-time, under any educational program or activity operated by the school district. The district shall make reasonable accommodations for qualified individuals with disabilities upon request.

The Board requires employees, students and third parties who have been subject to discrimination to promptly report such incidents to the building principal. In the event that the building principal is the alleged harasser or the person who engaged in discrimination, the complaining individual may report the incident directly to the Equal Opportunity Coordinator (Director of Human Resources.)

The Board directs that complaints of discrimination shall be investigated promptly and corrective action be taken when allegations are sustained. A substantiated charge against a school district employee or agent will subject such employee or agent to disciplinary action, up to and including discharge. School district employees who either condone or fail to act to correct harassment or discrimination brought to their attention also may be subject to disciplinary action. School district employees who become aware of harassment or discrimination involving a student and fail to report the complaint to the building principal or Equal Opportunity Coordinator will be subject to disciplinary action. A substantiated charge against a student shall subject such student to disciplinary action, up to and including suspension or expulsion. Confidentiality will be maintained throughout the investigation process to the extent practical and appropriate under the circumstances. In pursuing an investigation, the investigator will try to honor the complainant's wishes, but the need to completely investigate all allegations will be the paramount concern.

## 103. NONDISCRIMINATION IN PARTICIPATION/EMPLOYMENT/ CONTRACT PRACTICES - Pg. 2

The District may not in any way retaliate against an individual who makes a report of harassment, nor may it permit any employee to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any individual found to have retaliated against another individual for reporting harassment may be subject to discipline.

If an investigation results in a finding that the complainant falsely accused another of harassment, knowingly or in a malicious manner, the complainant will be subject to appropriate discipline.

 Delegation of Responsibility
 U.S.C.
 Sec. 1681 et seq,
 2301 Responsibility for coordinating and directing the district's efforts to cooperate with state and federal authorities in attaining the goals embodied in the regulations set forth in Title IX of the Education Amendment Act of 1972 and Section 504 of the Rehabilitation Act of 1973 shall be vested in the office of the Equal Opportunity Coordinator (Director of Human Resources). The duties of that office shall include coordination of the school district's effort to comply with all aspects of the aforementioned laws and regulations including, but not limited to, the development and recommendation of policy, the initial processing of grievances under the provisions of law, dissemination of information concerning the school district's efforts to adhere to nondiscrimination regulations, and the disposition of such discrimination charges and/or grievances as may be filed under the provisions of law.

Students, citizens, employees, and all other persons who have complaints alleging discrimination as specifically defined by the regulations set forth in Title IX and/or Section 504, may submit them to the following grievance procedure, using the appropriate grievance forms as provided by the school district:

3. Definitions 20 U.S.C. Sec. 1681 et seq, 2301 et seq

A **grievance** shall mean a complaint which has been filed by a student, parent, employee, or other person dealing specifically with regulations as set forth in Title IX of the Education Amendment Act of 1972 and/or Section 504 of the Rehabilitation Act of 1973. Normal channels of communication, from student to teacher to administrator to Board of Directors, should be used to seek clarification of questions of concern before the grievance procedure is utilized.

**Purpose** - the primary purpose of this procedure is to secure, at the earliest level possible, equitable solutions to a legitimate claim of a complainant. The proceedings shall be kept confidential at each level of this procedure to the extent practical and appropriate under the circumstances.

## 103. NONDISCRIMINATION IN PARTICIPATION/EMPLOYMENT/ CONTRACT PRACTICES - Pg. 3

**Time** - the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. However, the time limits specified may be extended by mutual agreement of the complainant and the administration or if otherwise warranted.

Withdrawal - a complaint may be withdrawn by the grievant without any prejudice.

**Hearings and Decisions** - at each of the levels in the grievance procedure, the complainant shall be given the opportunity to be present and to be heard. The complainant may be represented by legal counsel. All decisions at each level, except the first, shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be furnished promptly to all parties.

**Reprisals** - no reprisal of any kind shall be taken by or against any party with legitimate interest of any legitimate participant in the grievance procedure by reason of such participation.

**Disclaimer** - in the adoption and implementation of this grievance procedure, it shall be understood that the Board of School Directors is not a court of law and the rules of evidence or civil procedure shall not apply.

#### 4. Guidelines

#### The Grievance Process

#### **Step 1** –

Within fifteen (15) calendar days after the alleged violation of regulations, the grievant shall initiate an informal discussion with the principal of the building. If the informal discussion does not resolve the issue, the grievant shall submit a written complaint to the principal. The principal or immediate supervisor shall respond within fifteen (15) calendar days.

#### Step 2 –

If a grievance is not resolved at Step 1, the grievant shall submit the written complaint to the Equal Opportunity Coordinator (Director of Human Resources) within fifteen (15) calendar days. The Coordinator has the authority to investigate the grievance and attempt a resolution. The Coordinator shall respond within fifteen (15) calendar days.

## 103. NONDISCRIMINATION IN PARTICIPATION/EMPLOYMENT/ CONTRACT PRACTICES - Pg. 4

#### **Step 3** –

If the grievance is not resolved at Step 2, the grievant shall submit the complaint within fifteen (15) calendar days to a committee consisting of representatives from the Board of School Directors, Equal Opportunity Coordinator (Director of Human Resources), and the District Superintendent of Schools. The Equal Opportunity Coordinator (Director of Human Resources) shall respond on behalf of the committee within fifteen (15) calendar days.

#### **Step 4** –

If the grievance is not resolved at Step 3, the grievant shall refer the complaint to the Board of School Directors. The Board shall respond within thirty (30) calendar days.

Title 22 Sec. 14 & 15 The grievance procedures set forth in this policy neither supplement nor supplant the due process rights provided in the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, or 22 Pa. Code §§ 14 & 15.

The availability and use of this grievance procedure does not prevent an individual from filing a complaint with the responsible Federal or state department or agency.

References:

School Code – 24 P.S. Sec. 13-1310

State Board of Education Regulations – 22 PA Code Sec. 4.4, 14 & 15

Section 504 of the Rehabilitation Act – 29 U.S.C. Sec. 794

Federal Anti-Discrimination and Civil Rights Laws –

20 U.S.C. Sec. 1681 et seq. (Title XI), 2301 et seq.

42 U.S.C. Sec. 2000e et seq. (Title VII)

Federal Anti-Discrimination and Civil Rights Regulations – 34 CFR Part 104

Equal Pay Act – 29 U.S.C. Sec. 206

# 103. NONDISCRIMINATION IN PARTICIPATION/EMPLOYMENT/ CONTRACT PRACTICES - Pg. 5

Age Discrimination in Employment Act – 29 U.S.C. Sec. 621 et seq.
Section 504 of the Rehabilitation Act – 29 U.S.C. Sec. 794
Genetic Information Nondiscrimination Act of 2008 – 42 U.S.C. Sec. 2000ff et seq.
Americans with Disabilities Act – 42 U.S.C. Sec. 12101 et seq.

# UNLAWFUL HARASSMENT/SEXUAL HARASSMENT COMPLAINT FORM

The Complainant's Name: The Respondent's Name:		

2.	The Complainant alleges that the unlawful harassment/sexual harassment (check one):			
	Took place on or about			
	Is of a continuing nature which has persisted up to and including the present.			
2				
3.	The Complainant seeks the following relief:			
4.	Explain how you would like this resolved:			

5. Additional information to be considered	d as part of this complaint:
Complainant herein; that he/she has read the for	Complainant, hereby acknowledges that he/she is the oregoing Complaint and knows the contents thereof; that and belief the facts alleged are true and correct.
Complainant Signature:	Date:
Complainant's Contact Information:	
Phone Number:	Email Address:
Preferred Method of Communication:	

SECTION: COMMUNITY

TITLE: PUBLIC PARTICIPATION IN

**BOARD MEETINGS** 

ADOPTED: March 25, 1991

REVISED: June 27, 2016

REVIEWED: April 11, 2018

#### 903. PUBLIC PARTICIPATION IN BOARD MEETINGS

Purpose
 65 P.S.
 271 et seq

The Board recognizes the value to school governance of public comment on educational issues and the importance of involving members of the community in Board meetings. The Board also recognizes its responsibility for proper governance of the district and the need to conduct its business in an orderly and efficient manner.

2. Authority

The Spring-Ford Area Board of Education believes the community has the right to bring before the Board issues and concerns they may have about items on the agenda, or about things in general which affect the District or their children.

Because of this belief and philosophy, the Board will **schedule a time**, at the beginning and conclusion of every meeting, to have an opportunity **for community members** to share their concerns with the Board.

At the beginning of each Board meeting, the community will have an opportunity to share concerns and comment about items on the agenda. Each community member will have up to three (3) minutes in which to address the board. The Board will do all it possibly can to assure each member of the community an opportunity to speak on issues. However if a large group of people wish to discuss a specific topic, the Board reserves for itself, the right to limit participation and total time allocated to this part of the agenda. Once the public comment on agenda items is complete, only Board members will have an opportunity to speak on issues on the agenda. However, the chair may, at its discretion, permit discussion on selected items as the need arises.

The Board requires that public participants be:

- A resident or taxpayer of this District;
- A resident of the District who is also an employee of the District must only speak at the Board meeting as a resident and not about school business. Employee concerns should be addressed with their immediate supervisor.
- Anyone representing a group in the community or School District;

#### 903 PUBLIC PARTICIPATION IN BOARD MEETINGS

- Representation of a firm eligible to bid on materials and/or services solicited by the Board, or
- District student.

Prior to adjournment, there will be an additional opportunity for the community to comment publicly. Again, each community member will have up to three (3) minutes in which to address the Board. Community members who spoke at the beginning of the meeting must yield the microphone to community members who have not spoken at the meeting before speaking for a second time in the meeting. No community member is allowed to exceed six (6) total minutes of public comment at any one meeting.

PA Statute 65 P.S. 271 et seq

Board Policy No. 006

SECTION: COMMUNITY

TITLE: ANONYMOUS

COMMUNICATIONS

ADOPTED: May 20, 2002

**REVISED:** 

**REVIEWED: April 11, 2018** 

#### 906.1. ANONYMOUS COMMUNICATIONS

Purpose
 65 P.S.
 271 et seq

The Board recognizes the value to school governance of public comment on educational issues and the importance of involving members of the public in Board meetings.

2. Authority

The Spring-Ford Area Board of Education believes the public has the right to bring before the Board issues and concerns they may have about items on the agenda or about things in general which affect the District or their children.

District employees and Board members receive many telephone calls, **texts**, e-mails, **social media connections or comments** and letters each day. On occasion, the caller or the author of the **text**, e-mail, post or comment and/or letter is anonymous. This type of communication is difficult, at best, for the District administrative staff to address. Accordingly, anonymous communications received by District employees and/or School Board members may be discarded and not acted upon unless it contains an immediate concern for **student**, **staff and/or community safety and well-being.** Any student, **staff and/or community safety and well-being concern will be addressed and may be forwarded to the appropriate authorities.** 

In addition, anonymous on-line complaints, posts, comments and/or feedback on social media websites or applications may also be disregarded and not acted upon unless it contains an immediate concern for student, staff and/or community safety and well-being. Any member of the public who wishes to use social media to provide comments on educational issues or other concerns are encouraged to do so on the District's social media website or application.

3. Definition

For the purposes of this policy, the term **Anonymous Communication** shall mean any communication, regardless of the manner or medium by which it is transmitted (examples: telephone call, letter, e-mail, **social media post/comment** etc.), which does not identify the person or entity making the communication, or which appears to identify the person or entity making the communication but that person or entity cannot be independently verified to be a resident or taxpayer of the Spring-Ford Area School District.