

**CENTRAL BUCKS SCHOOL DISTRICT
SCHOOL BOARD MEETING**

September 13, 2016

The Central Bucks Board of School Directors held its meeting on Tuesday, September 13, 2016 in the Board Room of the Educational Services Center with President Beth Darcy presiding. The meeting was called to order by President Darcy at 7:34 p.m., followed by the Pledge of Allegiance.

BOARD MEMBERS PRESENT

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

ADMINISTRATORS PRESENT

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

ALSO PRESENT

Jeffrey Garton – Solicitor, Sharon Reiner - School Board Secretary

Mrs. Darcy announced that the Board met in Executive Session this evening prior to the School Board meeting to discuss the legal settlement with the Bretz family that appears on the Board agenda for consideration this evening. A personnel matter was also discussed.

APPROVAL OF MINUTES

Motion by John Gamble, supported by Karen Smith, to approve the minutes of the August 23, 2016 School Board meeting.

Motion Approved 9-0.

PUBLIC COMMENT

There was no Public Comment.

SUPERINTENDENT'S REPORT

OFFICE 365: IMPACTING TEACHING AND LEARNING

Jason Jaffe, Director of Technology and Innovation, provided an overview of the department. Currently there are four (4) – Network Team members, five (5) - Application Team members, two (2) - Help Desk members, fifteen (15) - Building Computer Specialists throughout all buildings, and twenty-three (23) - professional staff Building Coaches. Together these members form one entire team working together so that teaching and learning is impacted for the district. Mr. Jaffe introduced department members present at this meeting. Mr. Jaffe pointed out that a total of 5,067 student laptops have been distributed. Staff Developers - Suzanne Dailey and Michelle Myers, and K-12 Supervisor of Educational Technology - Lindsay Smith, provided an overview of how Office 365 is being used by students and professional staff to collaborate at anytime and anywhere with anyone at the elementary and secondary level within the district. It was noted that most employers require the software skillset found in Office 365. Various resources to staff were highlighted and resources available to the Central Bucks community were discussed and can be found on the CBSD website by clicking on the *Departments Tab* and then clicking on the *Innovation/Technology Tab*. A blast e-mail will be sent out to families on September 15 explaining resources available. Board members participated in a sample activity so that they could explore Office 365.

SCHOOL BOARD REPORTS

No committee reports were given due to no meetings held since the August 23, 2016 School Board meeting.

The Citizens Advisory Committee and Curriculum Committee notes are Attachment A.

RECOMMENDATIONS FOR ACTION

ACCOUNTS PAYABLE CHECK DISBURSEMENTS

Motion by Jerel Wohl, supported by Karen Smith, to approve the August 31, 2016 and September 6, 2016 General Fund check disbursements in the amount of \$1,805,280.93.

Motion Approved 9-0.

BOARDDOCS AGREEMENT

Motion by Paul Faulkner, supported by Dennis Weldon, to approve the BoardDocs Agreement.

Ms. DiDio-Hauber stated that BoardDocs is a state-of-the-art cloud-based governance document management system. It is a database that will create a paperless Board Agenda document. Board members will use computers at the meetings. Currently there are approximately 105 school districts utilizing BoardDocs. Board members and staff will be trained and the program will be put into effect in November 2016. The BoardDocs Agreement is Attachment B.

Motion Approved 8-1. (John Gamble)

CONSTRUCTION CONTRACTS AND SERVICE AGREEMENTS

Motion by John Gamble, supported by Dennis Weldon, to approve a change order to A.H. Cornell & Son to replace unsuitable soils at Gayman Elementary School in the amount of \$187,140.

Mr. Kennedy explained that “unsuitable soils” meant a soft clay that would not support bus traffic. Therefore, a change order was authorized to repair the existing parking lot as per the directive from Gilmore & Associates.

Motion Approved 9-0.

SETTLEMENT AGREEMENT AND RELEASE

Motion by Paul Faulkner, supported by Dennis Weldon, to approve a settlement agreement and release with the Bretz family.

Mr. Garton provided a history of the Bretz family issues/concerns to their property which is adjacent to the CB East – Holicong complex. To settle this long going issue, the district insurance carrier (Utica) will issue a check totaling \$75,500.00 and the district will issue a check totaling \$15,500. This releases the district from any and all liability for any improvements to the land from 1967 to date. The district will also need to make some modest modifications to the outlet structure which should cost approximately \$8,000 - \$10,000. This settlement agreement and release is Attachment C.

Motion Approved 8-1. (John Gamble)

PERSONNEL ITEMS

Motion by John Gamble, supported by Jerel Wohl, to approve retirements/resignations, leaves of absence, appointments of professional and support staff, classification changes, community school staff, and per diem substitute professional and support staff.

RETIREMENTS/RESIGNATIONS

RETIREMENTS:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>
Lois Babb	Transportation Assistant	Transportation Cntr	10/31/2016

RESIGNATIONS:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>
Naleena C. Dyal	Special Ed Assistant	CB East	08/11/2016
Lori A. Hume	Instr Asst Basic Skills	Cold Spring	08/19/2016
Katie L. Humphries	Special Ed Assistant	Barclay	08/18/2016
Joseph R. King	Personal Care Assistant	CB West	08/31/2016
Dianna Koziatek	Personal Care Assistant	CB West	08/31/2016
Erin Mathauser	Special Ed Teacher	CB East	08/22/2016
Laura Beth McCrory	Personal Care Assistant	Butler	08/12/2016
Wendy Ann Melhuish	Personal Care Assistant	Titus	08/30/2016
Meissa Ann Sayegh	Personal Care Assistant	Jamison	09/16/2016
Kristin Testler	Special Ed Teacher	Cold Spring	08/22/2016
Lachele N. Vaughan	Special Ed Assistant	CB West	08/02/2016
Bridget Vaughn	Duty Assistant	Tohickon	06/15/2016

LEAVES OF ABSENCE

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>FROM</u>	<u>TO</u>
Theresa Divita	Spanish Teacher	CB West	09/26/2016	Approx 4-6 weeks
Amanda M. Felton	Special Education Teacher	CB South	08/29/2016	01/25/2017
Amanda T. Foreman	Elementary Teacher	Bridge Valley	11/22/2016	02/10/2017
Michele Allen Rhodes	(.6 FTE) Elementary Teacher	Gayman/Groveland	08/29/2016	2016-2017 SY
Bonnie Transue	(.5 FTE) English Teacher	CB East	08/29/2016	2016-2017 SY
Brie Van Reed	Behavior Support Specialist	ESC	12/19/2016	8/2017 (fall teacher day)
Kristina H. Velovich	Speech Teacher	Doyle/Bridge Valley	11/14/2016	8/2017 (fall teacher day)
Brittany A. Wilson	Special Education Teacher	Kutz	08/29/2016	01/25/2017

APPOINTMENT OF PROFESSIONAL EMPLOYEES:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY</u>
Geanine Nicole Saulo	Secondary Principal	Lenape	08/30/2016	\$138,445
Lindsay Buehler Smith	K-12 Suprv of Educational Technolog	ESC	08/22/2016	\$101,000

APPOINTMENT OF CONTRACTED TEACHERS:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY</u>
Jennifer M. Cannon	(.5 FTE) ESL - Temp Prof Contract	Mil Creek	08/29/2016	\$53,124

APPOINTMENT OF LTS EMPLOYEES:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY</u>	<u>SALARY COLUMN/STEP</u>
Jordan Agzigian	Mathematics Teacher	Unami	08/29/2016 - 01/25/2017	\$51,157 Prorated	MS + 0 credits / Step 1
Amy M. Brown	Student Support Counselor	Mil Creek	08/29/2016 - End of SY	\$51,157	MS + 0 credits / Step 1
Jennifer M. Cannon	(.5 FTE) ESL Teacher	Mil Creek	08/29/2016 - End of SY	\$53,124	MS + 0 credits / Step 2
Lauren M Dopson	Special Education - LS	Butler	08/29/2016 - End of SY	\$53,124	MS + 0 credits / Step 2
Taralynn Doris	Special Education Teacher	Tamanend	08/29/2016 - 01/25/2017	\$51,157 Prorated	MS + 21 credits / Step 1
Stacey Ethly	Science Teacher	Holtcong	08/29/2016 - 01/25/2017	\$59,027 Prorated	MS + 0 credits / Step 4
Meredith L. Fay	Special Education - AS	Warwick	08/29/2016 - End of SY	\$48,205	BS + 0 credits / Step 3
Lori Ann Gonsiewski	(.4 FTE) Title One Teacher	Groveland	08/29/2016 - End of SY	\$23,611	MS + 0 credits / Step 4
Jarrett Cutsler	Special Education	CB South	08/29/2016 - End of SY	\$45,254	BS + 0 credits / Step 1
Kate Johnston	Special Education - LS	Kutz	08/29/2016 - 01/25/2017	\$45,254 Prorated	BS + 0 credits / Step 1
William D. Kolock	Special Education - ES	Tamanend	08/29/2016 - End of SY	\$51,157	MS + 0 credits / Step 1
Lacey J. Kreiensieck	Special Education - LS	Warwick	08/29/2016 - End of SY	\$53,124	MS + 0 credits / Step 2
Kirsten Marie Lynd	Social Studies Teacher	Holtcong	08/29/2016 - End of SY	\$45,254	BS + 0 credits / Step 1
Dawn Marinello	English Teacher	Unami	08/29/2016 - 01/25/2017	\$51,157 Prorated	MS + 0 credits / Step 1
Lauren K. Metzinger	Special Education Teacher	CB East	08/29/2016 - End of SY	\$45,254	BS + 0 credits / Step 1
Samantha A. Scarpa	Elementary Teacher - 4th Grade	Buckingham	08/29/2016 - End of SY	\$47,222	BS + 0 credits / Step 2
Samantha Schollenberger	(.9 FTE) Art Teacher	Tamanend / Unami	08/29/2016 - 01/25/2017	\$40,729	BS + 0 credits / Step 1
Nora Algeo Trabin	Elementary Teacher - 5th Grade	Doyle	08/29/2016 - End of SY	\$51,157	MS + 0 credits / Step 1
Kely Wingen	Special Education Teacher	CB West	08/29/2016 - End of SY	\$51,157	MS + 0 credits / Step 1
Julia Wynne	Speech Therapist	CB East and BVE	08/29/2016 - End of SY	\$53,124	MS + 0 credits / Step 2

APPOINTMENT OF LTPD EMPLOYEES

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY</u>
Jesse Dannin	Mathematics	Tamanend	08/31/2016 -09/30/2016	\$150 per day
Kristine Davidson	Elementary Teacher	Barclay	08/29/2016 - 11/25/2016	\$150 per day
Amand Elko	Special Ed - AS	Warwick	08/31/2016 - 10/31/2016	\$150 per day
Ellen Goldstein	Helath & PE	Holicong	08/31/2016 - 11/1/2016	\$150 per day
Angelica Marie Kolokitnias	Special Ed Teacher	Bridge Valley	08/31/2016 - 11/7/2016	\$150 per day
Susan Ann Massalin	Special Ed Teacher	CB West	08/31/2016 - 11/25/2016	\$150 per day
Victoria Prendergast	Social Studies	Lenape	08/31/2016 - 11/22/2016	\$150 per day
Brian Price	Mathematics	Tohickon	08/31/2016 - 11/23/2016	\$150 per day
Brittany E. Trauger	Special Ed - LS	Mill Creek	08/31/2016 - 11/4/2016	\$150 per day
Danielle Rotzell Zolnierz	Special Ed - Life Skills	Cold Spring	08/31/2016 - 10/21/2016	\$150 per day

BUILDING SUBSTITUTES

<u>NAME</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY P/DAY</u>	<u>DAYS P/YEAR</u>
Laura Crawley	Floating	10/10/2016	\$125	150
Katie E. Foley	CB South	10/10/2016	\$125	150
Lauren N. Foreman	Floating	10/10/2016	\$125	150
Elizabeth Grater	Floating	10/10/2016	\$125	150
Elizabeth Lama Myers	Holicong	10/10/2016	\$125	150
Katie Lynn O'Donnell	Floating	10/10/2016	\$125	150
Nicolette Weyhmuller	CB South	10/10/2016	\$125	150

APPOINTMENT OF SUPPORT EMPLOYEES:

<u>NAME</u>	<u>POSITION</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SALARY P/HOUR</u>
Taryn C. Bartasavich	Personal Care Assistant	Jamison	08/31/2016	\$14.43
Elisa Honi Beckman	(.99 FTE) Personal Care Assistant	Linden	08/31/2016	\$14.43
Bella Berlin	(.47 FTE) Duty Assistant (Non-Instr)	Holicong	08/31/2016	\$12.63
Vincent N. Braccia	Personal Care Assistant	Tohickon	08/31/2016	\$14.43
Kathleen Britt	(.99 FTE) Personal Care Assistant	Tamanend	08/31/2016	\$14.42
Nancy L. Brown	Personal Care Assistant	CB West	09/19/2016	\$14.43
Indareily A. Carvallo	(.67 FTE) EA - ESL	CB West	08/31/2016	\$14.43
Megan Dienna	(.58 FTE) Personal Care Assistant	Butler	08/31/2016	\$14.43
Christine M. Everly	Personal Care Assistant	CB East	08/31/2016	\$14.93
Edith Ferrero	(.98 FTE) Personal Care Assistant	Warwick	08/31/2016	\$14.43
Charles Combs Furst	On-call Substitute Custodian	District Wide	09/01/2016	\$14.00
Debra A. Harrington	(.95 FTE) Personal Care Assistant	CB West	09/12/2016	\$14.43
Brittany Ippolito	(.98 FTE) Personal Care Assistant	Doyle	08/31/2016	\$14.43
Bonnie Kelly	(.98 FTE) Sp Ed Assistant	Warwick	08/31/2016 - 01/25/2017	\$14.43
Cristy Kreuzscher	(.90 FTE) Personal Care Assistant	Unami	08/31/2016	\$14.43
Tracy McGonigle	(.97 FTE) Personal Care Assistant	Kutz	08/31/2016	\$14.43
Todd Mullen	(.99 FTE) Personal Care Assistant	Unami	09/02/2016	\$14.43
Olivia Nodari	(.42 FTE) Title One and (.5 FTE) PC	Groveland	08/31/2016	\$14.43
Michelle E. Oleykowski	Special Ed Assistant	Jamison	08/31/2016	\$14.43
Susan O'Neil	(.97 FTE) Personal Care Assistant	Barclay	08/31/2016	\$14.43
Melissa A. Sayegh	(.98 FTE) Personal Care Assistant	Jamison	08/31/2016	\$14.43
Claudia Scollins	Principal's Secretary	Cold Spring	08/22/2016	\$20.93
Katelyn Maria Scott	(.99 FTE) Personal Care Assistant	Pine Run	08/31/2016	\$14.43
Lauren Smith	(.58 FTE) Personal Care Assistant	Kutz	08/31/2016	\$14.43
Melissa D. Stevenson	(.47 FTE) Duty Aide	Tohickon	08/31/2016	\$12.63
Andrew Storck	(.98 FTE) Personal Care Assistant	CB South	08/31/2016	\$14.43
Susan Swanson	(.67 FTE) Personal Care Assistant	Lenape	08/31/2016	\$14.93
Victoria M. Szyszko	(.98 FTE) Sp Ed Assistant	Tamanend	08/31/2016	\$14.93
Jennifer L. Maher	Personal Care Assistant	Cold Spring	08/31/2016	\$14.93
Tricia Veverka	Personal Care Assistant	Cold Spring	08/31/2016	\$14.43

STATUS CHANGE

<u>NAME</u>	<u>POSITION FROM / TO</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>PREV SALARY</u>	<u>NEW SALARY</u>
Michael Aiello	Spec Ed Asst to LTPD Sp Ed	CB East	08/31/16 - 11/18/2016	\$14.86 per hour	\$150 per day
Niels Baltzersen	C-Mechanic temp to District Utility	Operations	8/29/2016	\$28.31	\$25.02
Brian Forrest Merrill	Sch Program Spec to QUEST	Bridge Valley	08/22/2016	No change	No change
Theresa Remick	General Secretary to Receptionist	CB South	09/01/2016	\$16.34 per hour	No change
David William Riccardi	Bus Driver to On-call Sub Driver	Transportation	08/15/2016	\$20.96 per hour	\$20.35 per hour
Corey Joseph Smith	Student Comp Work to Bldg Comp Sp (Tem	ESC	09/14/2016	\$20.52	\$20.52
Stephen Voorhees	Elem Teacher to QUEST teacher	Butler/Groveland/Mill Creek	8/22/2016	No change	No change

COMMUNITY SCHOOL - SUPPORT STAFF

<u>NAME</u>	<u>BUILDING</u>	<u>EFFECTIVE DATE</u>	<u>SCHEDULE</u>	<u>SALARY P/HOUR</u>
Caitlyn Ann O'Connor	Life Guard	CB East	08/01/2016 (.20 FTE)	\$8.90

APPROVAL OF PER DIEM SUBSTITUTE TEACHERS

At the approved salary rate of \$95/day for the 2016-2017 school year

Catrina Adcock	Teresa Earles	Beth Kern	Anthony Pileggi
Sarah Alderfer	Cynthia Edelstein	Elizabeth Kettle	David Pinsky
Megan Andress	Carol Errichetti	Cornelius Kilgarriff	Nancy Pontius
Rachel Arnold	Barbara Esposito	Michele Klebanoff	Theodore Prajzner
Elise Barbera	Jeff Falabella	Diane Klein	Brian Price
Alyssa Basko	Judy Filipis	Rachel Knoll	Rachel Pullar
Alexandra Bauer	Wayne Finkbeiner	Lindsay Koch	Yelena Quigley
Gary Beck	Theresa Fiorelli	Neena Kumar	Karen Radcliffe
Steci Beck	Jack Fitzgibbons	Elaine Landmesser	Alexis Rankin
Grace Benson	Jennifer Flaherty	Beth Lashner	Lynn Ratmansky
Leonard Boone	Sue Galow	Melissa Lavelle	Carolyn Reilly
Rachael Booth	Corrine Geiger	Patricia Lavelle	Mariellen Reiniger Heffner
Megan Bradley	Diane Gimpel	Christine Levendorf	Alex Richmond
Kirsten Brown	Ashley Godfrey	Diane Liddington	Patrick Rissmiller
Rita Brown	Shira Goldstein	John Logrando	Julie Roberts
Tara Bryant Gray	Lindsay Goodwin	Diana Luchko	Patricia Robl
Robert Burian	Elizabeth Grater	Joanne MacDonald	Lori Roche
Amanda Caffey	Kristina Gregory	Anne Macios	Stacy Rolland
Catherine Caldwell	Jacqueline Grosso	Christopher Maddish	Lisamarie Rubino
Amanda Cappella	Danielle Gruenbaum	Donna Maksymowich	Jonathan Rudolph
Nicolette Cardillo	Kaitlyn Grundy	Lauren Malakoff	Shannon Ryan
Theresa Castonguay	Kelsi Halliwell	Cynthia Malmros	Henry Ryder
Doug Cerzosimo	Karl Halter	Kimberly Malone	Mollie Safran
Laura Chant	Susan Haschets	Gail Markferding	Michael Saks
Suzan Cheponis	Lawahez Hassounch	Leah Marks	Leighann Sanocki
Eva Christodoulou	Ashley Hauschild	Laura McCrory	Michael Sautner
Christie Cohen	Joseph Hebert	Karen McElwee	Emily Schreiner
Sherry Cohen	Amy Heiman	Dorothy McLane	Cynthia Scott
Caryn coleman	Michael Herman	Andrea Mehling	Gary Sentman
Alex Copenhaver	Dana Hurwitz	Barbara Meier	Dorothy Serban
Laura Crawley	M. Chad Hussein	Mary Mertens Skopowski	Dana Serlen
Darlene Crumley	David Jackson	Carolyn Metz	Lauren Shanberg
Kari Cunningham	Shipra Jain	Janice Miller	Melissa Sharp
James Davis	Pearly James	Diane Morgan	Margaret Shore
Amanda Dean	Allison Jenkins	Barrie John Murphy	Elaine Skurnowicz
Charlotte DeJesus	Natasha Jones	Nancy Murtaugh	Brittany Smith
Nicole Deming	Michelle Kane	Heidi New	Emily Spera
Brooke Diegel	Gregory Kapner	Elizabeth Nolan	Theresa Spierto
Gerard DiPentino	Raymond Keck	Susan Nordeman	Joanna Staropoli
Anthony DiPietro	Bonnie Kelly	Shawn O'Donnell	Sarah Stout
Loryn Doneson	Karen Kerins	Kathryn Palkovics	Norman Stull

Kimberly Succi	Aran Trachtenberg	Paula Vogel	Sarah Wolfe
James Sweeney	Paul Trafford	Kelly Wade	Kathryn Zarko
Garrett Szagola	Samantha Troyer	Jennifer Wagner	Vivian Zimmerman
Brianne Tartaglia	Christopher Urbanchuk	Mary Ward	
David Taylor	Mary Vanellis	Amy Wayne	
Linda Tilton	Lauren VanPelt	Ryan Weidman	
Casey Torok	Dawn Van Rijn	Jacqueline Wilson	

APPROVAL OF SUBSTITUTE NURSES

At the approved salary rate of \$110/day for the 2016-2017 school year.

Alison Berwick	Colleen Guippone	Shawn Puleo	Andrea Wekluk
Emma Dudley	Patricia Kellerman	Cindy Ruenes	
Rhonda Gold	Eileen McNamee	Patricia Wallace	

APPROVAL OF HOMEBOUND INSTRUCTORS

At the approved salary rate of \$30/hour, plus mileage, for the 2016-2017 school year.

Susan Bitsko	Denise Nahoom	Shelli Trimbur
Diane Liddington	Elizabeth Nolan	Kelly Wade

APPROVAL OF PER DIEM SUBSTITUTE EDUCATIONAL ASSISTANTS

At the approved salary rate of \$10.50/hour for the 2016-2017 school year.

Germaine Aldridge	Carmel Gilmore	Brianne Kuklinski	Sandra Russell
Darlene Baker	Robin Granieri	Eugenia LeClair	Ramona Spurlin
Jessica Coombs	Sylvia Hansen	Ron MacDonald	Katherine Trainer
Maureen Eck	Judith Jacob	Karin Meyer	Kathleen Wilchacky
Marian Fiorita	Susan Jacobson	Rohini Pandith	
Eileen Forcina	Debbie Janisse	Paggy Rancourt	
Carol Garner	Shiny John	Eileen Reising	

APPROVAL OF PER DIEM SUBSTITUTE BUS DRIVERS

SUBSTITUTE CUSTODIANS, AND SUBSTITUTE COMMUNITY SCHOOL EDUCATIONAL ASSISTANTS

At the approved salary rate of \$20.35/\$14.00/\$14.43 per hour for the 2016-2017 school year.

SUBSTITUTE BUS DRIVERS:

Charles Furst	Larry Melloy	Marianne Zgrablich
Robin Kenner	David Riccardi	

SUBSTITUTE CUSTODIANS:

Charles Furst

SUBSTITUTE COMMUNITY SCHOOL EDUCATIONAL ASSISTANTS:

Kathleen Antolino	Laura Fouts	Jessica Potter
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Before the vote Mrs. Darcy recognized the following retiree for her years of service to the district. Mrs. Darcy wished Lois Babb the best in retirement.

Lois Babb – Educational Assistant - Transportation

Years in Central Bucks: 14

Original hire date: September 3, 2002

Retirement date: October 31, 2016

Subjects taught or positions held: Educational Assistant – Transportation

Buildings worked: Transportation Department

Motion Approved 9-0.

STUDENT ITEMS

Motion by John Gamble, supported by Karen Smith, to approve the following student items:

1. The supplemental textbook, “Flags of our Fathers”, for use in the American Government Social Studies class in 10th grade.
2. Tuition students KP and KP for the 2016-2017 school year – until completion of their home.
3. CB East, South, and West High School Orchestras to attend a New York City Musical Tour. Dates are February 9-11, 2017.

Motion Approved 9-0.

STAFF CONFERENCES

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

Name	Area	Dates	Conference name	Location	General		Totals
					Fund	Grants	
Bolton, David	Administrator	10/30 & 10/31/16	2016 PA Principals Assoc Conference	State College		764	
Bolton, David	Administrator	10/6/16	Big Picture Shifts in Math Content and Instruction	BCIU #22		75	
Brereton, Joseph	Administrator	10/30 & 10/31/16	2016 PA Principals Assoc Conference	State College		625	
Garvin, Nadine	Administrator	10/30 & 10/31	2016 PA Principals Assoc Conference	State College		497	
Kratz, Richard	Administrator	10/6/16	Big Picture Shifts in Math Content and Instruction	BCIU #22		75	
Leatherbarrow, Cheryl	Administrator	10/11/16	Building Internal Coherence for Instructional Improvement	BCIU #22		29	
Murray, Kevin	Professional	10/6/16	Big Picture Shifts in Math Content and Instruction	BCIU #22		150	
Vogelsinger, Brett	Professional	10/20/16	Dodge Poetry Festival	Newark, NJ		51	
Totals this meeting						2,266	2,266
Year to date from last meeting						934	934
Totals year to date					General fund budget 40,600	3,200	3,200

Motion Approved 9-0.

Mr. Kopicki thanked Jason Jaffe, Suzanne Dailey, Michelle Myers, and Lindsay Smith for their presentation this evening. He also thanked the Innovation and Technology Department for all that they do, and Board members for their support and dedication.

Mr. Kopicki thanked the teachers for their dedication to the teaching profession and to the students. He witnessed a lot of wonderful classroom learning while visiting the schools.

Mr. Kopicki congratulated and recognized the following administrators on their appointments:

- Ms. Geanine Saullo Principal at Lenape Middle School
- Mr. William Melvin Assistant Principal at Lenape Middle School
- Ms. Lindsay Smith K-12 Supervisor of Educational Technology

Mr. Gamble thanked Harry Krotz in the Innovation and Technology Department for his assistance.

Mr. Kennedy stated that at the August 23, 2016 Board meeting he provided the results of water testing for the five (5) well schools relating to the PFC's (perfluorinated compounds) in the water and at that time all were well below the 70 ppt (part per trillion) Health Advisory Limit. The district decided to retest all schools – those with wells and also those schools served by public water authorities. Mr. Kennedy tonight provided another update on the results of water testing. All 23 schools tested are below the 70 ppt (parts per trillion): 10 schools tested between non detected and 8 ppt, 7 schools tested between 11 ppt and 19 ppt, and 6 schools tested between 21 ppt and 31 ppt.

Mr. Kopicki stated that the district is doing everything proactively to provide a safe place for the students and will keep the public informed of the water test results.

Mrs. Darcy thanked everyone for getting Central Bucks off to a great start in the new school year.

ADJOURNMENT

There being no further business before the Board, motion by John Gamble, supported by Sharon Collopy, to adjourn at 8:35 p.m.

Respectfully submitted,



Sharon L. Reiner
Board Secretary
Recording Secretary

CENTRAL BUCKS SCHOOL DISTRICT
Citizens Advisory Committee - Minutes
Athletic Fields
August 23, 2016

Committee Members

Glenn Schloeffel, Board Member
Sharon Collopy, Board Member
Tim Donovan, Lenape Principal
Becky Barlow, CBAA
Bill Slawter

Scott Kennedy, Director of Operations
Mr. John Kopicki
Loretta Jenkins, DAA
Nick Lykon, Plumstead Township
Jon Biedermann – Conference Call

Others in Attendance

Beth Darcy
Henry Hunt

The meeting was called to order at 5:50 pm by Glenn Schloeffel.

PUBLIC COMMENT

None

REVIEW OF MEETING NOTES

The July 26, 2016 Citizen's Advisory Committee Meeting minutes were reviewed. The committee agreed with the minutes.

INFORMATION/DISCUSSION

Scott Kennedy and Bill Slawter discussed their meeting with Scott Bills (Athletic Field Consultant). Scott Bills is ready to start his work and prepare the final report. The timeline was reviewed with the final report due by the end of October.

The committee discussed possible areas of field responsibilities between CBSD and the outside groups. Items included grass cutting, infield work, lining fields, benches, dugouts, etc. Fertilization and weed control will be managed by CBSD. Draft outline will be prepared by Scott Kennedy.

The committee discussed the possibility of additional synthetic turf fields. Scott Kennedy indicated that these items were already in the long range facility plan. The Board would have to approve the funding. The Committee agreed that lights would be beneficial on each new synthetic turf field to provide extended playing time each day.

ADJOURNMENT

The meeting was adjourned at 6:45 p.m. Minutes prepared by Scott Kennedy, Director of Operations and Administrative Liaison

FUTURE MEETING SCHEDULE

Tuesday September 27, 2016 – 6:00 pm – 7:00 pm

CENTRAL BUCKS SCHOOL DISTRICT
Curriculum Committee Minutes
August 17, 2016

MEMBERS PRESENT

Sharon Collopy, Chair
Karen Smith, Member
Dennis Weldon, Member

OTHER BOARD MEMBERS AND ADMINISTRATORS PRESENT

Beth Darcy
Glenn Schloeffel
Scott Berger
Mr. John Kopicki
Dr. Scott Davidheiser
Dr. David Bolton

MEMBERS NOT PRESENT

Jerel Wohl

PREVIOUS MEETING MINUTES

The meeting minutes from the June 8, 2016 meeting were reviewed and approved without changes.

PUBLIC COMMENT

There was no public comment at the meeting.

INFORMATION/DISCUSSION ITEMS

1. **Supplemental textbook adoption** – Mr. Scott Berger, District Social Studies and Library Supervisor, presented the novel *Flags of Our Fathers*, by James Bradley, for possible adoption. This text, regarding World War II, supports the 10th grade Social Studies curriculum and will enhance classroom discussion and student understanding. Ms. Collopy asked if the violence in the book required parental consent. Mr. Weldon stated that he has read the book and the content is appropriate for high school students. Mr. Berger informed the committee that a parent notification letter will be sent home with all students who are asked to read this novel. The committee recommends that this supplemental text be sent to the full Board at the September 13, 2016 meeting.
2. **Bucks County Intermediate Unit (IU #22) presentation** – Ms. JoAnn Perotti, Director of Strategic Services for the Bucks County Intermediate Unit, presented a comprehensive review of the services provided by our local Intermediate Unit. Support services for Special Education, comprehensive planning, curriculum review, and professional development were highlighted and discussed. Mr. Kopicki, District Superintendent, thanked Ms. Perotti for her report and commented on the numerous important resources that the IU provides to the district throughout the year. Mr. Schloeffel asked for a list of services provided by the Intermediate Unit that would include an audit of those currently being utilized in Central Bucks. Ms. Perotti will provide that listing for the Board.
3. **Student Assistant Program (SAP)** – Dr. Scott Davidheiser, Assistant Superintendent for Secondary Education, provided an overview of the SAP services present at each school in the district. Every school in the state must have a SAP team that provides appropriate counseling and support services to students who experience problems related to the use of drugs, alcohol, and dangerous controlled substances. This team also provides support for students in the area of mental wellness.

Teams of teachers, administrators, and support personnel meet regularly to review student information. Referrals for service can be made by any individual and these teams then gather information and present the findings to the parents and student. If appropriate, additional confidential supports are offered to the family through The Council of Southeast Pennsylvania. Ms. Smith asked about the Council and for clarification regarding the process for sharing information with parents. She also asked if the building teams had enough time and what happens to the cases that do not lead to an assessment by the Council. Dr. Davidheiser responded that teams determine their own meeting schedule and they strongly encourage families to participate, but it is not mandatory. The child study process is an option when families do not take advantage of the Council's services.

4. **Advanced Placement (AP) Scores** – Dr. Davidheiser presented data on student performance on the 2016 Advanced Placement tests. The number of students enrolled in AP classes (4,299) and taking an AP exam (2,674) continue to grow across the district. 85% of students received a score of 3, 4, or 5 (5-point scale) which provides course credit at many colleges and universities. The district AP Equity plus Excellence score of 43% was a particular point of pride. This number indicates the percent of Central Bucks seniors who scored a 3 or better on at least one AP exam during their high school career. Mr. Schloeffel encouraged us to continue to push our students academically and encourage more AP participation in 10th grade. Ms. Darcy commented on the number of AP courses we offer compared to other high performing school districts. Dr. Davidheiser stated that the district has added an additional course for this year (AP Computer Science Principles) and is looking at the possibility of adding additional courses in the future. Ms. Collopy asked for the data by school and Dr. Davidheiser will provide that information to the Board.
5. **Process for sending transcripts to college** – Dr. David Bolton, Superintendent for Elementary Education, provided an overview of the process students follow to request transcripts for colleges they are applying to. Students first complete their college application and then complete the Transcript Request Form that is available on each guidance website. That form must be submitted for each college and includes a parent signature for students who are not yet 18 years of age. Dr. Bolton reported that the district will be piloting an electronic submittal of this form at Central Bucks West. Ms. Smith asked why students are charged for each request and Ms. Collopy expressed concern regarding the three-week turnaround time and transcript requests not being accepted until the second week of school. A related concern was shared on behalf of a parent regarding students receiving their high school schedules the week before school starts. The parent is concerned that students cannot properly prepare for their academics without knowledge of when each class will be held. Dr. Davidheiser will speak with the guidance coordinators about these issues.
6. **Update on Weighting of courses in 9th grade** – Dr. Bolton reported that courses in English, Science, Social Studies, Algebra 2 and Pre-Calculus are being developed. Each core curricular area has begun work on the new 9th grade Honors courses that will be available for the 2017-2018 school year. He expects that presentations on each course will be ready for the Curriculum Committee in February or March, 2017.

7. **Update on Elementary Math Pilot** – Dr. Bolton informed the committee that Mr. Rich Kratz, District Math Supervisor, has begun work with a team of teachers from each grade level (K-6) on reviewing Math materials. Materials from at least 9 programs will be investigated to determine which programs will be piloted during the 2017-2018 school year. Dr. Bolton also shared that a committee of teachers met this summer to develop additional resources to be used in teaching the traditional algorithms in subtraction, multiplication, and division. These materials complement the Everyday Math materials and will be utilized throughout the district beginning this school year.

8. **Update on Elementary Report Card** – Dr. Bolton reported that the 43 members of the report card committee met in June and had a successful first meeting. This group consists of parents, teachers, Board members, and administrators. The first meeting consisted of determining the components of the ‘perfect’ report card and evaluating samples from other districts. The committee will continue to meet twice a month until a recommendation is made to the Board. The expectation is that the proposal will be ready by February or March, 2017. Input will then be sought from the entire district community on the new document.

NEXT MEETING – Wednesday, September 14, 2016 – 7:00 p.m. - Board Room at 16 Welden Drive

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), 519 Johnson Ferry RD NE, Suite A100, Marietta, GA 30068, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, effective as of the "Effective Date" indicated below, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: PSBA		Sales Rep Phone: (404) 549-6634	
Sales Rep Name: Laura Vautour		Sales Rep E-Mail: lvautour@boarddocs.com	
CUSTOMER INFORMATION			
Organization Name: Central Bucks School District			
Address: 20 Weldon DR			
City: Doylestown		State: PA	Zip: 18901
Telephone: (267) 893-2000			
PROJECT ROLES			
	Name	Phone	Email
Primary:	Andrea Didio-Hauber		adidio@cbsd.org
Administrative:	Sharon Reiner		sreiner@cbsd.org
IS/Technical:	Jason Jaffe		jjaffe@cbsd.org
Billing:	Andrea Didio-Hauber		

2. Charges. For each "BoardDocs site" (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable, except as described in Section 3 below. The initial NRC and ARC will be invoiced immediately after implementation of the Service.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$18,000.00
<input checked="" type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$9,000.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$5,900.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$2,700.00

3. Term. The "Initial Term" of this Agreement will commence on the first day of the month in which the implementation of the Service takes place and continue for an Initial Agreement Term of 1 year. On the expiration of the Initial Agreement Term, the Term of this Agreement will automatically renew and remain in effect for consecutive 1 year periods (each a "Renewal Term"). After the Initial Agreement Term, Customer may terminate this Agreement at any time upon at least 30 days prior written notice to Emerald (an "Early Termination"). Within 60 days of an Early Termination, Emerald (or the designated billing agent) will refund to Customer any unused prorated portion of the ARC already paid for the term that represents the remaining portion of the ARC after the effective date of such Early Termination.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER by:

 SIGNATURE E3401
 9/14/2016
 Date

Beth Darcy x
 Name and Title of Authorized Representative

EMERALD DATA SOLUTIONS, INC.

 SIGNATURE E10431F
 9/14/2016
 Effective Date

Ari Ioannides CCO
 Name and Title of Authorized Representative

Part II: Additional Terms and Conditions

4. Provision of Service. Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP, are posted on Emerald's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Emerald will use commercially reasonable efforts to make the initial version of the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such initial Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues. Customer may request in writing to switch to any other version of the Service provided by Emerald, and Emerald will make every reasonable effort to accomplish such change request to the extent possible and will automatically make the corresponding changes to appropriate ARC for such version.

5. Payment. Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within 45 days of Customer's receipt of the applicable invoice. Any amount not paid within such 45-day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. ARCs will be invoiced annually in advance. NRCs, if any, will be invoiced promptly following the implementation date. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit.

6. Termination. This Agreement is effective for the Term described in Section 3. Customer has the Early Termination right after the first year of the Initial Agreement Term (as described in Section 3), and both parties have the right to not renew the Agreement for a Renewal Term. In addition, Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after 10 days prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the effective date of such Customer Caused Termination or Suspension. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald "Intellectual Property" and "Marks" (as defined in Section 10 hereof) immediately ceases and it shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property. Customer agrees to completely destroy all copies in any form of any Emerald Service or Intellectual Property in its or its affiliates' possession upon termination of this Agreement for any reason. Upon written request and payment of any applicable fees, Emerald will work with Customer to provide reasonable access to Customer's data for up to one year after termination of this Agreement (other than following Customer's breach hereof), provided that Customer immediately deletes all copies of the Service and Emerald Intellectual Property in Customer's possession.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet its utilization demands. Customer will be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with their consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless permitted by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. If Emerald supplies any source code to Customer, Customer is solely liable and responsible for the consequences of any modifications to such source code made by or for Customer, and all support obligations or warranties with regard to such modified source code will be void and of no force or effect as a result of Customer's revisions thereto. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining, and ensuring that its users maintain, the confidentiality of any user passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. "Content" does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Emerald will export the data from the database for a mutually agreed-upon nominal fee. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free, irrevocable, perpetual license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against

Emerald, arising out of any third party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to their own data and content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. CUSTOMER'S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT AND EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES SET FORTH IN THE SLA.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such discloses that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will

return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Confidential Information will cease to be protected as set forth in this Agreement on the third anniversary of the termination of this Agreement. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be submitted for binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16 and this Agreement will be governed by Georgia law. The parties agree that the arbitrator must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The remaining terms and conditions of this Agreement may not be amended except in a writing signed by both parties.

GENERAL RELEASE

This General Release is entered into this 8th day of August 2016, by, Mary and Jeffrey Bretz, (hereinafter referred to as "Releasors") AND THE Central Bucks School District (hereinafter referred to as "Releasee").

This General Release is entered into by the above the listed parties in settlement of any and all claims (hereinafter "the Claims") arising from the construction, expansion, zoning, creation of impervious surface and/or renovations, related but limited to the storm water management facilities located on the Property as follows:

Whereas the parties to the General Release, intending to be legally bound hereby and resolve the claims brought by Mary and Jeffrey Bretz against the Central Bucks School District as originally set forth in the lawsuit filed by Mary Bretz in the Bucks County Court of Common Pleas at No. 01-5990-25-5 relating to the development of the Central Bucks School District educational site located at Holicong Road and Anderson Road, Buckingham Township, Bucks County, Pennsylvania (hereinafter known as the "Property") commencing with construction of the Central Bucks East High School facility on the Property, in or around 1967; the construction of the Holicong Middle School facility on the Property, in or around 1971; the construction of an expansion to the Holicong Middle School facility on the Property occurring in or around 1997-1998; the construction of an expansion/addition to the Central Bucks East High School facility on the Property in 1999; the initial application for construction of a stadium on the Property in 1999; the High School Expansion Project on the Property but only to the extent it included modifications of and to

infrastructure necessary for storm water management and additional impervious surfaces necessary and calculated in storm water management site improvements including renovations and expansion of the High School facility occurring between 2010 and 2015; the construction of Patriot Field located on the Property occurring in or between 2014 and 2015 to the extent necessary for the implementation of storm water management and the construction of renovations and updates to the Holicong Middle school facility in 2014, 2015 and 2016.

The parties to this General Release intend to release any past claims which have been previously brought by Mary and Jeffrey Bretz against the Central Bucks School District relating to zoning appeals which have been filed by Mary and Jeffrey Bretz as a result of the construction, expansion and/or renovations on the Property from 1967 to the date of the execution of this General Release.

The parties to this General Release also intend to resolve and release any claims brought by Mary and Jeffrey Bretz against the Central Bucks School District relating to zoning appeals which may have already been filed by Mary and Jeffrey Bretz as a result of the construction, expansion and/or renovations on the Property from 1967 to the date of the execution of the General Release.

The parties to this General Release also intend to resolve and release any claims which may or could have been brought by Mary and Jeffrey Bretz against the Central Bucks School District pursuant to a Writ of Summons filed at 2014-05316 in the Bucks County Court of Common Pleas.

The parties to this General Release intend to resolve and release any claims arising out of or related to the Appeals commenced in the Commonwealth Court of Pennsylvania at No. 1039-CD-2012 and No. 2595-CD-2015, captioned Mary Bretz, Appellant v. Central Bucks School District, Appellee.

The parties to this General Release do not intend to release any future claims related to sound system issues or the potential installation of exterior lighting including but not limited to impervious surface limitations with respect thereto not previously released by the terms as set forth in this release.

NOW THEREFORE, for and in consideration of the covenants and agreements contained in this General Release; and for and in consideration of "Releasee" and its insurer paying Ninety Thousand Five Hundred (\$90,500.00) Dollars (the receipt of which is hereby acknowledged by "Releasers"), "Releasers" do hereby remise, release and forever discharge "Releasee" individually, its' insurers, attorneys and any affiliated person, partnership, firm, corporation, or entity and their assigns, successors, heirs, executors and administrators, and their agents, employees, attorneys, officers, directors, predecessors, affiliates, subsidiaries, parent companies, and related entities, of and from any and all manner of debts, suits, dues, accounts, liabilities, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, actions, causes of action, judgments, damages, expenses, claims and demands, in law or in equity, including any claim for contribution or indemnity, which "Releasers" had, now have, or will have arising from "the Claims" against "Releasee" and its' insurers, and any affiliated person, partnership, firm, corporation, or other related entity and their assigns, successors, heirs,

executors and administrators, and their agents, employees, attorneys, officers, directors, predecessors, affiliates, subsidiaries, parent companies, arising from but limited as relating to "the Claims".

IT IS FURTHER UNDERSTOOD AND AGREED that the Central Bucks School District will implement the modification to the Existing Detention Basin Outlet Modification agreed to by and between Releasee and Releasors, which was memorialized in the letter of April 22, 2016 by Thomas M. Hanna, P.E., LEED, AP, and Peter Anderson, P.E., a copy of which is attached hereto as Exhibit "A".

IT IS FURTHER UNDERSTOOD AND AGREED by and between Releasee and Releasors that the construction of the Existing Detention Basin Outlet Modification agreed to by Releasee and Releasors, shall be completed within six months of obtaining the last required signature on this General Release and that all work will be completed consistent with the engineering design attached to this Release as Exhibit "A".

"Releasors" represent and warrant that they have not assigned or transferred the claims released hereunder. This representation is binding upon "Releasors" and shall benefit and inure to the benefit of "Releasees" and their respective representatives, successors, predecessors, parents, subsidiaries, affiliates and assigns.

It is understood and agreed that this General Release sets forth the entire consideration and is in compromise of a disputed claim and is not an admission of liability on the part the "Releasee." This General Release is binding upon Releasors and their respective attorneys, agents, successors, assigns and anyone who may succeed to their separate or collective rights and responsibilities.

This General Release constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions and preliminary agreements. Further, "Releasers" have not executed this General Release under any hardship, duress or undue influence of any person or entities whatsoever and "Releasers" represent that this General Release is duly authorized, validly executed and delivered.

All parties hereto state that they have read or have had this General Release read to them and have reviewed it with their attorneys. The General Release and the provisions contained herein shall be interpreted under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Releasers have executed and sealed this General Release, or have caused it to be executed and sealed on their behalf, by their duly authorized representatives, as of the day and year first above written.

BY: Mary E. Bretz
Mary Bretz

BY: Jeffrey Bretz
Jeffrey Bretz

Sworn to and subscribed
Before me this 8th day
of August, 2016

By: Therese Perry
An authorized representative of the
Central Bucks School District

Beatrice Jeal
Notary Public



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Name: Beatrice Jeal 5 Circuit
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Beatrice Jeal 8/8/2016
5 NOTARY CERTIFICATION Date