

On October 23, 2023, The Spring-Ford Area School District Board Meeting was called to order at 7:35 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

- Region I: Karen Weingarten and Dr. Margaret D. Wright
- Region II: Clinton L. Jackson, David R. Shafer, and Colleen Zasowski
- Region III: Abby Deardorff, Erica Herman, and Dr. Jennifer Motzer
- Presiding Officer: Erica Hermans
- Superintendent: Robert W. Rizzo
- Assistant Superintendents: Dr. Kelly M. Murray and Dr. Tina L. Giambattista
- Chief Financial Officer: James Fink
- Solicitor: Mark Fitzgerald, Esq.
- Student Reps.: Arhan Kaul and Stella Stein
- Absent: Wendy Earle

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

The Board will hold an Executive Session prior to the meeting at 6:30 p.m. to discuss Personnel. Thanks to Dr. Giambattista and Dr. Murray for sitting in while Mr. Rizzo was out.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

None

II. PRESENTATION

PAES Lab is set up at the high school for students to be asset in different job skills and interests. There are also computer based assessments and it'll tell them which jobs in the community and it'll help building employability skills. In house they work on a variety of skills. Dr. Wright and Mrs. Hermans spoke about the importance of this work.

- A. Aimee Oblak**, Supervisor of Special Education, **Gina High**, Transition Coordinator, and **Michael Siuchta**, Special Education Teacher, to present on Spring-Ford Area School District's Secondary Transition Programming & Services.

III. BOARD AND COMMITTEE REPORTS

WMCTC

Earle/Weingarten/Zasowski 1st Mon. 7:00 p.m.

Mrs. Zasowski, discussed were student achievements, new hires and an audit is taking place this week. Mr. Robinson is the new principal and has started this week. Mr. Rizzo will be the Superintendent of record as Mr. Roach completed his term. They spoke about the capital fund that they have begun building.

Legislative Committee

Abby Deardorff

3rd Wed. 7:30 p.m.

Mrs. Deardorff, the committee has not met yet as the MCIU is still working on a new time to meet. House bill 27 which provides flexibility for staffing, classroom monitoring and substitute teaching has become stuck and is awaiting the Senate's next steps.

PSBA Liaison

Abby Deardorff

Mrs. Deardorff reminded the Board that the voting closes this week. Required school board training was also discussed.

American Legion

David Shafer

Mr. Shafer stated there was talk about the baseball season and extending their lease on the fields. Mrs. Zasowski asked where the lease was. Mr. Jackson said at the last Finance meeting there was a disconnect and they have submitted a formal request. Mr. Fitzgerald said he hasn't received any request but his understanding is the time frame is the only change.

Superintendent's Report

Robert Rizzo

Mr. Rizzo reported that Dr. Giambattista was at the psba Leadership Conference, YMCA community swimming collaboration is under way and the Resource fair and family fund day is Saturday. There are 2 retirees on the agenda, Mr. Rizzo noted their years of services and wished them well.

Solicitor's Report

Mark Fitzgerald

Resolution 2023-05 on the agenda and there will be an additional resolution for reimbursement.

IV. MINUTES

Motion to approve Minutes A-B by Mrs. Deardorff, seconded by Mrs. Weingarten.

Motion carries 8-0.

A. Administration recommends approval of the September 18, 2023 Work Session minutes. **(Attachment A1)**

B. Administration recommends approval of the September 26, 2023 Board Meeting minutes. **(Attachment A2)**

V. PERSONNEL

Motion to approve Personnel A-I by Mrs. Deardorff, seconded by Mrs. Weingarten.

Motion carries 8-0.

A. Resignations

1. **Tara Bologa**; Health/Physical Education Teacher, 7th Grade Center for the purpose of retirement. Effective: January 23, 2024.
2. **Danielle A. DeFrancesco**; Library Club/Reading Olympics, Senior High School. Effective: October 6, 2023.
3. **Celeste M. Foresta**; Secretary, Oaks Elementary School for the purpose of retirement. Effective: January 2, 2024.
4. **Sunny Hwang**; Elementary Strings Teacher, District-Wide Elementary. Effective: November 21, 2023.
5. **Brianna C. Noris**; Instructional Assistant, 5th/6th Grade Center. Effective: October 3, 2023.

New Resignations

6. **Carly R. Zaremski**; Special Education Teacher, 7th Grade Center. Effective: December 15, 2023.

B. Leave of Absence

1. **Lauren M. Rose**; Elementary Teacher, Limerick Elementary School, for a leave of absence per the Professional Agreement. Effective: November 14, 2023 through January 23, 2024.

New Leave of Absence

2. **Katelyn A. Gryscavage**; Elementary Teacher, Brooke Elementary School, for an extension of leave of absence per the Professional Agreement. Effective: January 24, 2024 through June 6, 2024.

C. Professional Employee

1. **Ashley Nastasi**; School Psychologist, 5th/6th Grade Center. Rehire. Compensation has been set at M+30, Step 10, \$82,666.00, prorated, with benefits per the Professional Agreement. Effective: October 30, 2023.

D. Change of Status

1. **Victoria L. Kaizar**; Instructional Assistant to Special Education Teacher, 5th/6th Grade Center replacing Wayne F. Downs who resigned. Compensation has been set at M, Step 1, \$52,750.00, prorated, with benefits per the Professional Agreement. Effective: October 9, 2023.
2. **Erin B. Lenker**; Instructional Assistant to Registered Behavior Technician, Royersford Elementary School. Compensation has been set at \$23.00 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: October 4, 2023.

New Change of Status

3. **Lisa M. Collins**; Instructional Assistant to Registered Behavior Technician, Limerick Elementary School. Compensation has been set at \$27.09 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: October 17, 2023.

E. Tenure

The individuals listed below have completed three (3) years of satisfactory service as temporary professional employees and are, therefore, entitled to tenure status:

1. **Hope K. Davis**

F. Support Staff

1. **Sherri Ayers**; Instructional Assistant, Brooke Elementary School, replacing Amanda M. Weckerly who had a change of assignment. Compensation has been set at \$20.00 per hour with benefits per the Instructional Assistants Benefit Summary. Effective: November 1, 2023.
2. **Courtney Sheffer**; Secretary, 5th/6th Grade Center, replacing Margaret C. Finnegan who had a change of assignment. Compensation has been set at \$16.52 per hour with benefits per the Secretary Benefit Summary. Effective: October 9, 2023.
3. **Sara Snyder**; Instructional Assistant, 5th/6th Grade Center, replacing Kira T. Popky who had a change of status. Compensation has been set at \$20.00 per hour with benefits per the Instructional Assistants Benefit Summary. Effective: October 16, 2023.

- G. Administration recommends approval of the following professional staff member(s) for online tutoring for the 2023-2024 to be paid from ARP ESSER/7% Set Aside. *Designates new addition since last week**

- | | |
|----------------------------------|-------------------------------|
| 1. Amanda L. Burr | 5. Briana L. Hayes |
| 2. Christopher D. Cameron | 6. Jennifer D. McGlade |
| 3. Maura F. Groff | 7. *Mary K.B. Whalen |
| 4. Rachelle Hafer | 8. Christine N. Wike |

D. Administration recommends approval of the following independent contracts.

1. **N Creative, Inc.** to provide an educational assembly at Royersford Elementary at a cost not to exceed \$1,045.00 and will be funded from the Royersford Elementary Budget.
 2. **Michael McLeod (GrowNow Therapy Services Inc.)** to present Executive Function presentation to all district teachers with a cost not to exceed \$3,750.00. Funding will be paid from the Assistant Superintendent of Student Services Budget.
 3. **Chester County Intermediate Unit (CCIU)** to provide 2023-2024 school year Services at a cost not to exceed \$1,368,497.38 and will be funded from the Special Education Budget.
 4. **Maxim Healthcare Services** to provide nursing services for the 2023-2024 school year at a cost not to exceed \$112,500.00 and will be paid from the Special Education Budget.
- E.** Provisional of educational services from Lakeside Educational Network to provide 2023-2024 school year services through the Lakeside Mobile Support Program at a cost not to exceed \$2,524.00 and will be paid from the Special Education Budget.
- F.** Administration recommends approval of confidential settlement agreement 2023-08 at a cost not to exceed \$25,000.00 and will be paid from the Special Education Budget.
- G.** Administration recommends the purchase of 6 replacement Cushman vehicles. The vehicles are used primarily by the district's athletic and training staff to support and provide care to our students primarily during extracurricular activities. The cost shall not exceed \$95,000.00 and will be initially funded by the Capital Reserve, then replenished by the Athletics operating budget over 7 years.
- H.** Administration recommends the approval of the contract with Be a Part of the Conversation. The contract is for a parent-community presentation "Mock Teen Bedroom and Parenting On Your Feet". The cost will not exceed \$3,000.00 and will be paid for by the Pottstown Health and Wellness Grant.
- I.** Administration recommends approval of **Resolution 2023-05** authorizing the issuance of General Obligation Bonds or Notes in the amount of up to fourteen million dollars (\$14,000,000) for purposes of the planning, designing, constructing, and equipping of renovations to the Spring City Elementary School; providing for the date, maximum interest, maximum maturity dates and place of payment in respect to the Bonds or Notes; setting forth the parameters for acceptance of a proposal and authorizing acceptance of a proposal for the purchase of the Bonds or placement of the Notes; and authorizing and directing the preparation, certification and filing of the proceedings with the Department of Community and Economic Development. **(Attachment A14)**
- J.** Administration recommends approval to accept a Bond Purchase Agreement offered by **Stifel Public Finance, Inc.** in conjunction with **Resolution 2023-05** for the purchase of the Bonds or placement of the Notes, and authorizes other necessary action as stipulated. **(Attachment A14)**

New Finance

- K.** Administration recommends approval of **Resolution 2023-06 (Attachment A15)** declaring the official intent of the Board of School Directors of the School District to reimburse the School District from the proceeds of debt for capital expenditures and costs of issuance temporarily funded from revenues or other sources for various capital projects, including but not limited to, (1) the planning, designing, constructing, equipping, furnishing, and financing of renovations to Spring City Elementary School and (2) the planning, designing, constructing, equipping, furnishing and financing of capital improvements to other school facilities within the School District.

VII. PROPERTY

Motion to approve Property A-E by Mrs. Zasowski, seconded by Mr. Shafer.
Motion carries 8-0.

- A. Administration recommends approval for the Phase 3 Camera upgrade project at the McNelly Stadium, Oaks Elementary School, Evans Elementary School and Limerick Elementary School with Integrated Security Systems through COSTARS . The total cost shall not exceed \$369,590.80 and funding will come from the Capital Reserve and then repaid from the School Safety Operating Budget.
- B. Administration recommends approval for change order additional monitors and decoders at the 10th grades office, 11th grade office, and 5-6th grades office through a COSTARS Vendor Contract. Integrated Security Systems will provide labor and materials. The total change order costs shall not exceed \$5,934.05. Funding will come from the Capital Reserve and then repaid from the School Safety Operating Budget.
- C. Administration recommends approval for a change order to move the command center to a larger office area with separate temperature controls at the High School through a COSTARS Vendor Contract. Total change order costs shall not exceed \$2,156.00. Funding will come from the Capital Reserve and then repaid from the School Safety Operating Budget.
- D. Administration recommends approval for the turnkey replacement of the emergency generator system at the High School with Eastern Generator Sales and Service Inc. through COSTARS. Funding will be paid through the Capital Reserve and shall not exceed \$130,000.00.
- E. Administration recommends approval for the purchase of (1) heavy duty pickup truck at a not to exceed cost of \$50,000.00 and (1) grounds utility vehicle at a not to exceed cost of \$25,000.00 through COSTARS participating dealerships as per the vehicle replacement plan. Funding will come from the Capital Reserve.

VIII. PROGRAMMING AND CURRICULUM

Motion to approve Programming and Curriculum A-D and F-G by Mrs. Deardorff, seconded by Mr. Shafer. Motion carries 8-0.

Motion to approve Programming and Curriculum E by Mrs. Deardorff, seconded by Mrs. Weingarten. There was a Board discussion on the status of filling this position with input from Mrs. Leis.. Motion carries 5-3. (Mrs. Zasowski, Mr. Shafer, and Mr. Jackson were the dissenting votes).

- A. Administration recommends the approval of **Thom Stecher and Associates** for fall and spring Unity Day at the High School. The cost will not exceed \$4,000.00 and will be paid for from the Pottstown Health and Wellness Grant.
- B. Administration recommends the approval of *Building Readers Newsletter and the Helping Children Learn Newsletter*. These are resources used as part of the Title I requirements for Parent and Family Engagement. The total cost will not exceed \$1,500.00 and will be paid from Title I funds.
- C. Administration recommends the approval of *Temas, 2nd edition* (2020, Vista Higher Learning) to be used in AP Spanish. This purchase includes 45 digital student texts (4 years). The cost is not to exceed \$5,800.00 and is a budgeted item that will be paid from Curriculum reserve.
- D. Administration recommends the approval of the Spring-Ford Area School District assessment calendar. **(Attachment A4)**
- E. Administration recommends approval of **CDW** to provide Technology Professional Services at a cost not to exceed \$50,000.00 and will be paid from the Technology Operating Budget.
- F. Administration recommends the approval of the Structured Literacy Grant for supporting reading achievement in schools in Senate District 44 in the amount of \$246,300.00.

- G. Administration recommends the approval of the Sub-grant Agreement for Implementation and Reimbursement of Structured Literacy Grant between Spring-Ford Area School District and Chester County Intermediate Unit for 2023-2024 school year.

IX. CONFERENCES AND WORKSHOPS

Motion to approve Conferences and Workshops A-E by Mrs. Deardorff, seconded by Mrs. Weingarten. Motion carries 8-0.

- A. **Elizabeth A. Leiss**, Director of Human Resources and **Sydney E. Wiesner**, Assistant Director of Human Resources, to attend "*Pennsylvania Association of School Personnel Administrators (PASPA) Annual Conference*" February 28 - March 1, 2024 in Altoona, PA. The total cost of the workshop is not to exceed \$1,815.00 (registration, transportation, and hotel). Substitute coverage is not needed.
- B. **Jeffrey Moyer**, Health & Physical Education Teacher, to attend "*2023 Shape PA State Conference*" October 27, 2023 in Manheim, PA. The total cost of the conference is \$495.00. (registration, transportation, hotel, and meals). Substitute coverage is needed.
- C. **Mary Davidheiser**, Controller and **Karen Henry**, Coordinator of Transportation, to attend "*69th PASBO Annual Conference*" March 5-8, 2024 in Hershey, PA. The total cost of the conference is \$2,285.00. (registration, hotel, transportation, meals) Substitute coverage is not needed.
- D. **Laura McNeil Murphy** and **Trisha Smith**, Certified Nurses, to attend "*School Nurses: Best Practice for Proactive Behavioral Health Services*" virtually January 10, 2024. The total cost of the conference is \$615.00 (registration). Substitute coverage is needed for 1 staff member.

New Conferences and Workshops

- E. The **SFASD Art Department**, to attend the Brandywine Museum of Art, November 20, 2023 in Chadds Ford, PA. The total cost of the conference is \$234.00 (registration). Substitute coverage is not needed.

X. OTHER BUSINESS

Motion to approve Other Business B by Mrs. Deardorff, seconded by Mrs. Weingarten. Motion carries 8-0.

- A. The following policies are submitted for **First Read**:
1. **Policy #127** - Assessment of Educational Program (**Attachment A5**)
 2. **Policy #137** - Home Education Programs (**Attachment A6**)
 3. **Policy #146** - Student Services (**Attachment A7**)
 4. **Policy #217** - Graduation Requirements (**Attachment A8**)
 5. **Policy #226** - Searches (**Attachment A9**)
 6. **Policy #236.1** - Threat Assessment (**Attachment A10**)
 7. **Policy #250** - Student Recruitment (**Attachment A11**)
 8. **Policy #251** - Students Experiencing Homelessness, Foster Care and Other Educational Instability (**Attachment A12**)
 9. **Policy #800.1** - Electronic Signatures/Records (**Attachment A13**)
- B. Administration recommends approval of the following High School sports team for overnight travel during the 2023-2024 school year.
High School Boys Lacrosse to play 2 PIAA games at KSA (Kaylee Scholarship Association) at Cabana Bay, FL March 20-24, 2024. Registration, lodging, airfare, and meals will be paid by the Spring-Ford Booster Club Boys Lacrosse Team account. The total cost to the district is 3 days of substitute coverage for 2 staff members and airport transportation.

XI. BOARD COMMENT

Mrs. Weingarten reminded the community of Spring-Ford Theatre productions next week.

Mr. Jackson, Mrs. Hermans and Mrs. Zasowski thanked retiree Mr. Hunter, Director of Planning, Operations, and Facilities, for being a great asset to the district.

XII. PUBLIC TO BE HEARD

None

XIII. ADJOURNMENT

The Board unanimously adjourned the meeting at 8:39 p.m. with a motion from Mrs. Deardorff, seconded by Mrs. Weingarten.

Respectfully submitted,

Laurie J. Bickert
Board Secretary

On September 18, 2023, The Spring-Ford Area School District Work Session 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: Karen Weingarten and Dr. Margaret D. Wright
- Region II: Clinton L. Jackson and Colleen Zasowski
- Region III: Abby Deardorff, Erica Herman, and Dr. Jennifer Motzer
- Presiding Officer: Erica Hermans
- Superintendent: Robert W. Rizzo
- Assistant Superintendents: Dr. Kelly M. Murray and Dr. Tina L. Giambattista
- Chief Financial Officer: James Fink
- Solicitor: Mark Fitzgerald, Esq.
- Student Reps.: Arhan Kaul and Stella Stein
- Virtual: David R. Shafer and Wendy Earle (joined at 7:46 p.m.)

CALL TO ORDER

Mrs. Hermans called the meeting to order at 7:30 p.m.
Mrs. Bickert noted attendance, Mrs. Deardorff, Mrs. Hermans, Mr. Jackson, Dr. Motzer, Mrs. Weingarten, Dr. Wright and Mrs. Zasowski are in person. Mr. Shafer is on Zoom and Mrs. Earle is absent.

Mrs. Earle joined Zoom at 7:46 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

- I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY**
None

II. BOARD AND COMMITTEE REPORTS

Student Rep. Report **Arhan Kaul/Stella Stein**
Mr. Kaul started their report off with past events. Ms. Stein noted upcoming events such as college and career fair, spirit week and the homecoming festivities.

Extracurricular Activities **David Shafer** **1st Tue. 6:30 p.m.**
Mr. Shafer reported it was a brief meeting and shared the number of members in each of the different music groups such as band, orchestra, etc. He then noted that for sports, in comparison to last year, those clubs are up by 40 from this time last year and they are exploring flag football.

Policy **Wendy Earle** **2nd Mon. 6:30 p.m**
Mr. Rizzo reported that 9 of the policies discussed and are with the solicitor for review.

Curriculum/Technology **Dr. Margaret Wright** **2nd Mon. 7:30 p.m.**
Dr. Wright reported the committee discussed the Skyward registration software which is on the agenda for approval, and are also looking at Google conversion and integration and discussed staffing within the technology department. Also discussed was professional development, the Civics assessment and American Sign Language.

Finance**Clinton L. Jackson****2nd Tue. 6:30 p.m.**

Mr. Jackson noted the committee provided a Spring City Renovation update on options and timelines. The first issuance will be brought to the Board in the November timeframe.

Property**Clinton L. Jackson****2nd Tue. 7:30 p.m.**

Mr. Jackson discussed the summer project update. The 5/6/7 project will be completed almost 1 year early with savings and the GESA project due to be completed in January 2024. The auction of items was successful.

MCIU**Dr. Margaret Wright****4th Wed. 7:00 p.m.**

No report

American Legion**David Shafer**

Mr. Shafer stated that the American Legion is going to provide a report to highlight what they are doing. Mr. Jackson said they are also planning on doing a presentation at the property committee.

Asst. Superintendent's Report Dr. Kelly Murray/Dr. Tina Giambattista

Dr. Giambattista said Spring Ford hosted the 64th Annual Marching Band and shared an update on the instructional assistant program and the registered behavioral technician.

Dr. Murray noted 102 colleges at the college and career fair. Congrats to the national merit scholarship recipients.

Solicitor's Report**Mark Fitzgerald**

Solicitor Fitzgerald reported that the Title IX changes are going to be delayed indefinitely and he touched on the Special Education age changes.

III. MINUTES

Minutes A-B, no questions or comments.

- A.** Administration recommends approval of the August 21, 2023 Work Session minutes. **(Attachment A1)**
- B.** Administration recommends approval of the August 28, 2023 Board Meeting minutes. **(Attachment A2)**

IV. PERSONNEL

Personnel A-H, Mr. Jackson asked how many nurses does the district have and Ms. Leiss responded 18.

A. Resignations

1. **Arthur P. Boyle**; Systems Technician, 7th Grade Center: Effective September 15, 2023.
2. **Jennifer R. Beyer**; Registered Nurse, 9th Grade Center: Effective September, 14, 2023

B. Professional Employee

1. **Tracey A. Syrylo**; Special Education Teacher, 9th Grade Center, replacing Gina M. High who had a change of assignment. Compensation has been set at M, Step 9, \$67,446.00, prorated, with benefits per the Professional Agreement. Effective: September 15, 2023.

C. Temporary Professional Employee

1. **Kelly Macnamara**; Health and Physical Education Teacher, Senior High School, replacing Marisa Moley who had a change of assignment. Compensation has been set at B, Step 1, \$51,250.00, prorated, with benefits per the Professional Agreement. Effective: September 18, 2023.
2. **Jennifer M. Shore**; Elementary Teacher, 5/6th Grade Center, replacing Krista M. Mansfield who had a change of assignment. Compensation has been set at B, Step 1,

\$51,250.00, prorated with benefits per the Professional Agreement. Effective: September 21, 2023.

D. Change of Status

1. **Paula T. Donatelli**; Instructional Assistant to Registered Behavior Technician, Limerick Elementary School. Compensation has been set at \$25.82 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
2. **Kathleen M. Kwiej**; Instructional Assistant to Registered Behavior Technician, Upper Providence Elementary School. Compensation has been set at \$24.06 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
3. **Wendy S. Landes**; Instructional Assistant to Registered Behavior Technician, Evans Elementary School. Compensation has been set at \$24.06 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
4. **Jeanette E. Roberts**; Instructional Assistant to Registered Behavior Technician, 5/6th Grade Center. Compensation has been set at \$23.79 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.

E. Tenure

The individuals listed below have completed three (3) years of satisfactory service as temporary professional employees and are, therefore, entitled to tenure status:

- | | |
|--------------------------------|----------------------------------|
| 1. Kathryn A. Beer | 7. Melanie Siesmore-Adamo |
| 2. Gabrielle R. Drummer | 8. Jessica R. Santori |
| 3. Heather M. Gardan | 9. Brett M. Slifer |
| 4. Amy R. Heiman | 10. Christine M. Wichner |
| 5. Elise Marie Lannutti | 11. Michelle Willemin |
| 6. Marisa Moley | |

F. Support Staff

1. **Tyler J. Bingaman**; Support Technician, 7th Grade Center, replacing Michael G. Lesckowicz, Jr. who resigned. Compensation has been set at \$22.00 per hour with benefits, per the Technology Support Benefit Summary. Effective date to be determined.
2. **Helena Colon**; Instructional Assistant, Royersford, replacing Amy E. Remp who had a change of assignment. Compensation has been set at \$20.00 per hour with benefits, per the Instructional Assistants' Benefit Summary. Effective date to be determined.
3. **Tanner I. Miller**; Support Technician, 7th Grade Center, replacing Belman B. Oommen who resigned. Compensation has been set at \$22.00 per hour with benefits, per the Technology Support Benefit Summary. Effective: October 30, 2023.
4. **Jacqueline C. Thomas**; Instructional Assistant, 5/6th Grade Center, replacing Jennfier C. Brown who had a change of assignment. Compensation has been set at \$20.00 per hour with benefits, per the Instructional Assistants' Benefit Summary. Effective: October 9, 2023.

G. Administration recommends approval of the following professional staff members(s) for before and after school tutoring for the 2023-2024 to be paid from ARP ESSER/7% Set Aside.

- | | |
|-----------------------------------|--------------------------------|
| 1. Maura F. Groff | 7. Holly Smith |
| 2. Susan S. Hammond | 8. Robert P. St. Ledger |
| 3. Jeanette T. Hellauer | 9. Jeannine Plitnick |
| 4. Marlene Kimble | 10. Shayne M. Tobin |
| 5. Jennifer D. McGlade | 11. Christine N. Wike |
| 6. Georgeiann C. Sklenarik | |

H. Administration recommends approval of the attached extra-curricular contracts for the 2023-2024 school year. (Attachment A3)

V. FINANCE

Finance A-N, Ms. Zasowski asked about D2 which is for a student moving into the district.

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. Payments:

| | | |
|---------------------------------------------------------------------------|----|--------------|
| 1. <u>Scholarship Checks</u> | | |
| Check No. 458 - 458 | \$ | 2,000.00 |
| 2. <u>Food Service Checks</u> | | |
| Check No. 2624 - 2625 | \$ | 340.00 |
| 3. <u>General Fund Checks</u> | | |
| Check No.216984 - 217105 | \$ | 2,490,811.64 |
| 4. <u>General Fund, Food Service, Capital Reserve & Projects ACHs</u> | | |
| ACH No. 232400355 - 232400499 | \$ | 4,238,118.26 |
| 5. <u>Wires</u> | | |
| Wire No. 202300033 - 202300053 | \$ | 2,450,988.21 |
| 6. <u>Procurement Payments</u> | | |
| Transaction No. 220000448 - 220000461 | \$ | 8,746.84 |

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

1. Skyward Reports
 - Check Report (All funds)
 - ACH Report (All funds)
 - Wires Report (All funds)
 - Procurement Report (All funds)

D. Administration recommends approval of the following **independent contracts**:

1. **Rope Masters** to provide an educational program at Spring City Elementary at a cost not to exceed \$1,045.00 and will be funded from the Spring City Elementary Budget.
2. **Sunbelt Staffing, LLC** to provide nursing services for the 2023-2024 school year at a cost not to exceed \$100,800.00 and will be funded from the Special Education Budget.
3. **The Pathway School** to provide tuition and 1:1 services for the 2023-2024 school year at a cost not to exceed \$148,500.00 and will be funded from the Special Education Budget.
4. **Cottage Seven Academy** to provide educational tuition for the 2023-2024 school year at cost not to exceed \$38,700.00 and will be funded from the Special Education Budget.
5. **Surpass Behavioral Health** to provide 2023-2024 school year services at a cost not to exceed \$14,400.00 and will be funded from the Special Education Budget.
6. **Woods Services** to provide 2023-2024 school year services at a cost not to exceed \$45,935.50 and will be funded from the Special Education Budget.

7. **PAAL Preparing Adolescents & Adults for Life** to provide 2024 ESY and 2023-2024 school year services at a cost not to exceed \$129,637.29 and will be funded from the Special Education Budget.
 8. **US Medical Staffing, LLC.** to provide 2023-2024 school year Personal Care Assistant, and School Psychology services at a cost not to exceed \$292,950.00 and will be funded from the Special Education Budget.
 9. **Devereux Advanced Behavioral Health** to provide tuition, PCA and related services for the 2023-2024 school year for a cost not to exceed \$239,850.00 and will be funded from the Special Education Budget.
- E. Administration recommends approval for the establishment of a High School Student Activities account for the Class of 2027.
 - F. Administration recommends approval for establishment of VEX-Robotics Student Activities account.
 - G. Administration recommends the approval for educational services from **Lakeside Educational Network** for the 2022-2023 School Year at a cost not to exceed \$21,258.30 and will be funded from the Special Education Budget.
 - H. Administration recommends the approval of additional funds for educational services from **Lakeside Educational Network** for the 2023-2024 school year at a cost not to exceed \$90,000.00 and will be funded from the Special Education Budget.
 - I. The Board of School Directors authorizes Fox Rothschild LLP to enter into an agreement for the property located at 711 Hollow Road in Upper Providence Township and further identified as tax parcel No. 61-00-02473-00-4 setting (i) the assessment of the property at \$950,400 for tax year 2023 (School District tax year 2023-24), and (ii) the assessment of the property at \$852,000 for tax year 2024 (School District tax year 2024-25) and for each subsequent tax year until a change in the property's assessment pursuant to applicable law.
 - J. The Board of School Directors authorizes the administration to enter into an agreement for the property located at 260 West Ridge Pike in Limerick Township and further identified as tax parcel No. 37-00-03892-00-4 setting the assessment of the property at \$594,000 for tax year 2023 (School District tax year 2023-24), and for each subsequent tax year until a change in the property's assessment pursuant to applicable law.
 - K. Administration recommends approval of additional funds for Capstone Academy to provide related services for the 2023-2024 school year that are not to exceed \$5,520.00 and will be funded from the Special Education Budget.
 - L. Administration recommends approval of 2023-06 amended confidential settlement agreement in an amount not to exceed an additional \$14,930.00 and will be funded from the Special Education Budget.
 - M. Administration recommends approval of an addendum for **Pediatric Therapeutic Services Inc. (PTS)** to provide OT/PT/SLP services from the 2022-2023 school year and ESY 2022 for a cost not to exceed \$91,000.00 and funding will come from the Special Education Budget.
 - N. Administration recommends approval for an agreement with **EI US, LLC d/b/a Learn Well Services** to provide Virtual Teaching Services for students in need of homebound instruction and/or alternative instruction. Services will be provided at a rate of \$66.00 per hour at a maximum of 5 hours/week.

VI. PROPERTY

Property A, no questions or comments.

- A. Administration recommends approval of the High School tennis court improvements which include, resurfacing asphalt for (7) courts, new acrylic court surfaces, new nets and posts, new fencing and gates and resurfacing of the asphalt walking paths adjacent to the tennis courts. This work will be completed by Miller Sport Construction through COSTARS contract and shall not exceed \$446,000.00. Funding will come from the Capital Reserve.

VII. PROGRAMMING AND CURRICULUM

Programming and Curriculum A-B, Mr. Jackson asked about A, this is an additional expense, there is a savings and will be in place of Registration Gateway.

- A. Administration recommends the approval of the Skyward Module NSOE (New Student Online Enrollment). Total cost of installation, configuration, professional services and training will not exceed \$21,500.00 and will be paid from the Technology operating budget.
- B. Administration recommends the approval of Pick-Up Patrol for the 2023-2024 school year for Evans Elementary and Spring City Elementary. Total cost of the software will not exceed \$1,500.00 and will be paid from the building budgets.

VIII. CONFERENCES AND WORKSHOPS

Conferences and Workshops A-C, no questions or comments.

- A. **Susan Miscavage**, 10-12 Grade Center Teacher, to attend "The University of Pittsburgh College in High School Professional Development" September 29, 2023 in Pittsburgh, PA. The total cost of the workshop is not to exceed \$865.00 (transportation, hotel, and meals). Substitute coverage will be needed.
- B. **Tracy L. Bogucki and Jessica Kemp**, Child Accounting, to attend "2023-24 A/CAPA Fall Conference" November 8-10, 2023 in Hershey, PA. The total cost of the conference is not to exceed \$1,815.00 (registration, transportation, hotel, and meals). Substitute coverage is not needed.
- C. **Dr. Jennifer Rinehimer, Brianna Angelucci, Stephanie Fidler, Jessica Saloky, Theresa Silverman, Amy Parsia, Maggie Megill, Hannah Coath, Mindy Bower and Mary Jones** to attend "*Robert Kaplinsky-How to Implement Engaging Problem Solving In Your Math Classroom*" October 12, 2023 at the MCIU in Norristown, PA. The total cost of the conference is not to exceed \$2,475.00 (registration and transportation). Substitute coverage is needed for 5 of those attending.

IX. OTHER BUSINESS

Other Business A-B, no questions or comments.

- A. Administration recommends approval of current 12th grade student 2023-07, to participate in a Gifted Independent Study in accordance with Board Policy #118 during the 2023-2024 school year.
- B. The following policies are submitted for **Approval**:
 1. **Policy #122** - Co-Curricular and Extra-Curricular Activities (**Attachment A4**)
 2. **Policy #123.1** - Concussion Management (**Attachment A5**)
 3. **Policy #202** - Eligibility of Nonresident Students (**Attachment A6**)
 4. **Policy #610** - Purchases Subject to Bid & Quotation (**Attachment A7**)
 5. **Policy #706.1** - Disposal of District Owned Property (**Attachment A8**)

X. INFORMATIONAL

Informational A-E, keep as informational.

- A.** A Board majority vote is needed to select a candidate for the office of **PSBA President-Elect** (one-year term). There is only one candidate running for this office: Allison Matthis, North Hills School District.
- B.** A Board majority vote is needed to select a candidate for the office of **PSBA Vice-President** (one-year term). There is only one candidate running for this office: Sabrina Backer, Franklin Area School District.
- C.** A Board majority vote is needed to select a candidate for the office of **2024-2026 PSBA Treasurer** (three-year term). There is only one candidate running for this office: Karen Beck Pooley, Bethlehem Area School District.
- D.** A Board majority vote is needed to select up to two candidates for the office of **PSBA Insurance Trustee**, term ending December 31, 2026 (three-year term). There are only two candidates running for this office: Marianne Neel and Michael Faccinnetto.
- E.** A Board majority vote is needed to select up to three candidates for the **PSBA Forum Steering Committee**, term ending December 31, 2025 (two-year term). There are four candidates running for this office: Tehanne Zeigler, Shikellamy School District, Betsy Gates, Dauphin County Technical School, JaimeLynn Zimerofsky, Schuylkill IU 29, and Jennifer Davidson, Manheim Township School District.

XI. BOARD COMMENT

Mrs. Hermans stated that Be Kind Ella day is on September 20th and said the community is welcome to wear bright blue.

Mr. Jackson reminds the community to come to the meetings and asked them not to use social media as their source of information.

Dr. Motzer suggested the district purchase the supplies the parents are asked to provide and said there are 70 days until the budget talk starts.

Mrs. Deardorff wanted to clarify that when the Board asks parents to contact the district with any problems they experience, she says they should start with their building.

XII. PUBLIC TO BE HEARD

None

XIII. ADJOURNMENT

The Board unanimously adjourned the meeting at 8:23 p.m. with a motion from Mrs. Deardorff, seconded by Mrs. Weingarten.

Respectfully submitted,

Laurie J. Bickert
Board Secretary

SPRING-FORD AREA SCHOOL DISTRICT

On September 18, 2023, The Spring-Ford Area School District Board Meeting 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: Karen Weingarten and Dr. Margaret D. Wright
- Region II: Clinton L. Jackson, David R. Shafer, and Colleen Zasowski
- Region III: Abby Deardorff, Erica Herman, and Dr. Jennifer Motzer
- Presiding Officer: Erica Hermans
- Superintendent: Robert W. Rizzo-Absent
- Assistant Superintendents: Dr. Kelly M. Murray and Dr. Tina L. Giambattista
- Chief Financial Officer: James Fink
- Solicitor: Mark Fitzgerald, Esq.
- Student Reps.: Arhan Kaul and Stella Stein
- Virtual: Wendy Earle (joined at 7:34 p.m.)

CALL TO ORDER

Mrs. Hermans called the meeting to order at 7:30 p.m.
Ms. Crew noted the attendance. Mrs. Deardorff, Mrs. Hermans, Mr. Jackson, Dr. Motzer, Mr. Shafer, Mrs. Weingarten, Dr. Wright and Mrs. Zasowski are in person. Mrs. Earle is absent.

Mrs. Earle joined Zoom at 7:34 p.m.

Mrs. Hermans noted that Mr. Rizzo is absent and Dr. Murray is sitting in for him.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

The Board meet in Executive Session at 6:30 p.m. for legal updates.
Ms. Crew noted that Mr. Shafer, Mr. Jackson, Mrs. Weingarten, Mrs. Zasowski, Mrs. Hermans, Dr. Wright, Mrs. Deardorff and Dr. Motzer are present.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

None

II. BOARD AND COMMITTEE REPORTS

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

Mrs. Zasowski noted that meeting was held on Zoom. There was an update on the August Superintendents and business managers meeting and discussion on the capital funding, also looking at having ICS come back and food service with Aramark is off to a good start. The safety audits were good and the new Principal will be starting once his 60 days are done in Philadelphia. Mrs. Zasowski also noted the enrollment from each of the sending schools.

Mrs. Earle joined the meeting via Zoom at 7:34 p.m.

Legislative Committee

Abby Deardorff

3rd Wed. 7:30 p.m.

Mrs. Deardorff said they have not yet met. The 2004-2005 base Act 1 index was released at 5.3%.

PSBA Liaison

Abby Deardorff

Mrs. Deardorff the select springs performance will be on October 17th.

Superintendent's Report

Robert Rizzo

No report

Solicitor's Report

Mark Fitzgerald

No report

III. MINUTES

Motion to approve Minutes A-B by Mrs. Deardorff, seconded by Mrs. Weingarten.

Motion carries 9-0.

A. Administration recommends approval of the August 21, 2023 Work Session minutes. (Attachment A1)

B. Administration recommends approval of the August 28, 2023 Board Meeting minutes. (Attachment A2)

IV. PERSONNEL

Motion to approve Personnel A-H by Mrs. Deardorff, seconded by Mrs. Zasowski.

Motion carries 9-0.

Motion to approve Personnel I by Mrs. Deardorff, seconded by Mr. Shafer.

Mr. Jackson noted this hire is outside the district. Mrs. Deardorff congratulates the candidate, more discussion on opportunities to rise within the district.

Roberts Rules vote to end the debate on Personnel I by Mrs. Deardorff, seconded by Mrs. Earle.

Motion carries 6-3 (Mr. Shafer, Mr. Jackson and Mrs. Zasowski were the dissenting votes)

Motion carries 8-1 to approve Personnel I. (Mr. Jackson was the dissenting vote)

Dr. Murray introduced Chasity Cooper and welcomed her to Spring-Ford.

A. Resignations

1. **Arthur P. Boyle**; Systems Technician, 7th Grade Center: Effective September 15, 2023.
2. **Jennifer R. Beyer**; Registered Nurse, 9th Grade Center: Effective September 14, 2023.

B. Professional Employee

1. **Tracey A. Strylo**; Special Education Teacher, 9th Grade Center, replacing Gina M. High who had a change of assignment. Compensation has been set at M, Step 9, \$67,446.00, prorated, with benefits per the Professional Agreement. Effective: September 15, 2023.

C. Temporary Professional Employee

1. **Kelly Macnamara**; Health and Physical Education Teacher, Senior High School, replacing Marisa Moley who had a change of assignment. Compensation has been set at B, Step 1, \$51,250.00, prorated, with benefits per the Professional Agreement. Effective: September 18, 2023.
2. **Jennifer M. Shore**; Elementary Teacher, 5/6th Grade Center, replacing Krista M. Mansfield who had a change of assignment. Compensation has been set at B, Step 1, \$51,250.00, prorated with benefits per the Professional Agreement. Effective: September 21, 2023.

D. Change of Status

1. **Paula T. Donatelli**; Instructional Assistant to Registered Behavior Technician, Limerick Elementary School. Compensation has been set at \$25.82 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
2. **Kathleen M. Kwiej**; Instructional Assistant to Registered Behavior Technician, Upper Providence Elementary School. Compensation has been set at \$24.06 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
3. **Wendy S. Landes**; Instructional Assistant to Registered Behavior Technician, Evans Elementary School. Compensation has been set at \$24.06 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.
4. **Jeanette E. Roberts**; Instructional Assistant to Registered Behavior Technician, 5/6th Grade Center. Compensation has been set at \$23.79 per hour, with benefits per the Instructional Assistants' Benefit Summary. Effective: August 28, 2023.

New Change of Status

5. **Amanda M. Weckerly**; Instructional Assistant to Special Education Teacher, replacing Mary Jane Yost who retired. Compensation has been set at B, Step 1, \$51,250.00, prorated, with benefits per the Professional Agreement. Effective: September 26, 2023.

E. Tenure

The individuals listed below have completed three (3) years of satisfactory service as temporary professional employees and are, therefore, entitled to tenure status:

- | | |
|--------------------------------|----------------------------------|
| 1. Kathryn A. Beer | 7. Melanie Sisemore-Adamo |
| 2. Gabrielle R. Drummer | 8. Jessica R. Santori |
| 3. Heather M. Gardan | 9. Brett M. Slifer |
| 4. Amy R. Heiman | 10. Christine M. Wichner |
| 5. Elise Marie Lannutti | 11. Michelle Willemin |
| 6. Marisa Moley | |

F. Support Staff

1. **Tyler J. Bingaman**; Support Technician, 7th Grade Center, replacing Michael G. Leszkowicz, Jr. who resigned. Compensation has been set at \$22.00 per hour with benefits, per the Technology Support Benefit Summary. Effective date: September 25, 2023.
2. **Helena Colon**; Instructional Assistant, Royersford, replacing Amy E. Remp who had a change of assignment. Compensation has been set at \$20.00 per hour with benefits, per the Instructional Assistants' Benefit Summary. Effective date to be determined.
3. **Tanner I. Miller**; Support Technician, 7th Grade Center, replacing Belman B. Oommen who resigned. Compensation has been set at \$22.00 per hour with benefits, per the Technology Support Benefit Summary. Effective: October 30, 2023.
4. **Jacqueline C. Thomas**; Instructional Assistant, 5/6th Grade Center, replacing Jennfier C. Brown who had a change of assignment. Compensation has been set at \$20.00 per hour with benefits, per the Instructional Assistants' Benefit Summary. Effective: October 9, 2023.

- G.** Administration recommends approval of the following professional staff members(s) for before and after school tutoring for the 2023-2024 to be paid from ARP ESSER/7% Set Aside.

- | | |
|-----------------------------------|--------------------------------|
| 1. Maura F. Groff | 7. Holly Smith |
| 2. Susan S. Hammond | 8. Robert P. St. Ledger |
| 3. Jeanette T. Hellauer | 9. Jeannine Plitnick |
| 4. Marlene Kimble | 10. Shayne M. Tobin |
| 5. Jennifer D. McGlade | 11. Christine N. Wike |
| 6. Georgeiann C. Sklenarik | |

- H. Administration recommends approval of the attached extra-curricular contracts for the 2023-2024 school year. ***Designates new addition since last week (Attachment A3)**

New Personnel

- I. Administration recommends approval of **Chasity Cooper**, Principal, Upper Providence Elementary School, replacing Melissa D. Patschke, Ed.D. who retired. Compensation has been set at \$140,000.00, prorated, with benefits per the Act 93 Agreement. Effective: No later than November 27, 2023.

V. FINANCE

Motion to approve Finance A-O, minus D10, by Mrs. Deardorff, seconded by Dr. Wright. Mrs. Zasowski asked about Finance O, Dr. Murray said it's the same cost as last year. Mr. Jackson asked about N and the open ended cost.

Motion by Dr. Wright to amend N to include a not to exceed amount of \$10,000, seconded by Mrs. Deardorff.

Motion carries 9-0.

Motion carries 9-0.

Motion to approve Finance D10 by Mrs. Deardorff, seconded by Mrs. Weingarten.

Motion carries 9-0.0

- 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. Payments:

- | | | |
|---------------------------------------------------------------------------|----|--------------|
| 1. <u>Scholarship Checks</u> | | |
| Check No. 458 - 458 | \$ | 2,000.00 |
| 2. <u>Food Service Checks</u> | | |
| Check No. 2624 - 2625 | \$ | 340.00 |
| 3. <u>General Fund Checks</u> | | |
| Check No. 216984 - 217105 | \$ | 2,490,811.64 |
| 4. <u>General Fund, Food Service, Capital Reserve & Projects ACHs</u> | | |
| ACH No. 232400355 - 232400499 | \$ | 4,238,118.26 |
| 5. <u>Wires</u> | | |
| Wire No. 202300033 - 202300053 | \$ | 2,450,988.21 |
| 6. <u>Procurement Payments</u> | | |
| Transaction No. 220000448 - 220000461 | \$ | 8,746.84 |

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

1. Skyward Reports
 - Check Report (All funds)
 - ACH Report (All funds)
 - Wires Report (All funds)
 - Procurement Report (All funds)

D. Administration recommends approval of the following independent contracts:

1. **Rope Masters** to provide an educational program at Spring City Elementary at a cost not to exceed \$1,045.00 and will be funded from the Spring City Elementary Budget.
2. **Sunbelt Staffing, LLC** to provide nursing services for the 2023-2024 school year at a cost not to exceed \$100,800.00 and will be funded from the Special Education Budget.
3. **The Pathway School** to provide tuition and 1:1 services for the 2023-2024 school year at a cost not to exceed \$148,500.00 and will be funded from the Special Education Budget.
4. **Cottage Seven Academy** to provide educational tuition for the 2023-2024 school year at cost not to exceed \$38,700.00 and will be funded from the Special Education Budget.
5. **Surpass Behavioral Health** to provide 2023-2024 school year services at a cost not to exceed \$14,400.00 and will be funded from the Special Education Budget.
6. **Woods Services** to provide 2023-2024 school year services at a cost not to exceed \$45,935.50 and will be funded from the Special Education Budget.
7. **PAAL Preparing Adolescents & Adults for Life** to provide 2024 ESY and 2023-2024 school year services at a cost not to exceed \$129,637.29 and will be funded from the Special Education Budget.
8. **US Medical Staffing, LLC.** to provide 2023-2024 school year Personal Care Assistant, and School Psychology services at a cost not to exceed \$292,950.00 and will be funded from the Special Education Budget.
9. **Devereux Advanced Behavioral Health** to provide tuition, PCA and related services for the 2023-2024 school year for a cost not to exceed \$239,850.00 and will be funded from the Special Education Budget.

New Independent Contract

10. **Shoen Safety** to provide Basic Life Safety training for district nurses and support staff at a cost not to exceed \$5,300.00 and will be funded from the Pottstown Health & Wellness Safety Grant and the Special Education Budget.
- E.** Administration recommends approval for the establishment of a High School Student Activities account for the Class of 2027.
- F.** Administration recommends approval for establishment of VEX-Robotics Student Activities account.
- G.** Administration recommends the approval for educational services from **Lakeside Educational Network** for the 2022-2023 School Year at a cost not to exceed \$21,258.30 and will be funded from the Special Education Budget.
- H.** Administration recommends the approval of additional funds for educational services from **Lakeside Educational Network** for the 2023-2024 school year at a cost not to exceed \$90,000.00 and will be funded from the Special Education Budget.
- I.** The Board of School Directors authorizes Fox Rothschild LLP to enter into an agreement for the property located at 711 Hollow Road in Upper Providence Township and further identified as tax parcel No. 61-00-02473-00-4 setting (i) the assessment of the property at \$950,400 for tax year 2023 (School District tax year 2023-24), and (ii) the assessment of the property at \$852,000 for tax year 2024 (School District tax year 2024-25) and for each subsequent tax year until a change in the property's assessment pursuant to applicable law.

- J. The Board of School Directors authorizes the administration to enter into an agreement for the property located at 260 West Ridge Pike in Limerick Township and further identified as tax parcel No. 37-00-03892-00-4 setting the assessment of the property at \$594,000 for tax year 2023 (School District tax year 2023-24), and for each subsequent tax year until a change in the property's assessment pursuant to applicable law.
- K. Administration recommends approval of additional funds for Capstone Academy to provide related services for the 2023-2024 school year that are not to exceed \$5,520.00 and will be funded from the Special Education Budget.
- L. Administration recommends approval of 2023-06 amended confidential settlement agreement in an amount not to exceed an additional \$14,930.00 and will be funded from the Special Education Budget.
- M. Administration recommends approval of an addendum for **Pediatric Therapeutic Services Inc. (PTS)** to provide OT/PT/SLP services from the 2022-2023 school year and ESY 2022 for a cost not to exceed \$91,000.00 and funding will come from the Special Education Budget.
- N. ~~Administration recommends approval for an agreement with **EI US, LLC d/b/a Learn Well Services** to provide Virtual Teaching Services for students in need of homebound instruction and/or alternative instruction. Services will be provided at a rate of \$66.00 per hour at a maximum of 5 hours/week.~~

Amended Motion:

Administration recommends approval for an agreement with **EI US, LLC d/b/a Learn Well Services** to provide Virtual Teaching Services for students in need of homebound instruction and/or alternative instruction. Services will be provided at a rate of \$66.00 per hour at a maximum of 5 hours/week not to exceed \$10,000.00.

New Finance

- O. Administration recommends approval of the renewal agreement with **Spring Valley YMCA** for the rental of their pool facilities for the District's Swim Team's practices at a cost not to exceed \$18,765.00 and will be funded from the Athletic Budget.

VI. PROPERTY

Motion to approve Property A by Mrs. Deardorff, seconded by Dr. Wright.
Motion carries 9-0.

- A. Administration recommends approval of the High School tennis court improvements which include, resurfacing asphalt for (7) courts, new acrylic court surfaces, new nets and posts, new fencing and gates and resurfacing of the asphalt walking paths adjacent to the tennis courts. This work will be completed by Miller Sport Construction through COSTARS contract and shall not exceed \$446,000.00. Funding will come from the Capital Reserve.

VII. PROGRAMMING AND CURRICULUM

Motion to approve Programming and Curriculum A-B by Mrs. Deardorff, seconded by Mrs. Weingarten.
Motion carries 9-0.

- A. Administration recommends the approval of the Skyward Module NSOE (New Student Online Enrollment). Total cost of installation, configuration, professional services and training will not exceed \$21,500.00 and will be paid from the Technology operating budget.
- B. Administration recommends the approval of Pick-Up Patrol for the 2023-2024 school year for Evans Elementary and Spring City Elementary. Total cost of the software will not exceed \$1,500.00 and will be paid from the building budgets.

(Attachment A2)

VIII. CONFERENCES AND WORKSHOPS

Motion to approve Conferences and Workshops A-C by Mrs. Deardorff, seconded by Mrs. Weingarten. Mr. Jackson asked if conference information is housed anywhere. Dr. Murray said that part of the approval process includes a plan to share out the information. Motion carries 9-0.

- A. **Susan Miscavage**, 10-12 Grade Center Teacher, to attend "*The University of Pittsburgh College in High School Professional Development*" September 29, 2023 in Pittsburgh, PA. The total cost of the workshop is not to exceed \$865.00 (transportation, hotel, and meals). Substitute coverage will be needed.
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- C. **Dr. Jennifer Rinehimer, Brianna Angelucci, Stephanie Fidler, Jessica Saloky, Theresa Silverman, Amy Parsia, Maggie Megill, Hannah Coath, Mindy Bower and Mary Jones** to attend "*Robert Kaplinsky-How to Implement Engaging Problem Solving In Your Math Classroom*" October 12, 2023 at the MCIU in Norristown, PA. The total cost of the conference is not to exceed \$2,475.00 (registration and transportation). Substitute coverage is needed for 5 of those attending.

IX. OTHER BUSINESS

Motion to approve Other Business A-B by Mrs. Deardorff, seconded by Dr. Wright. Motion carries 9-0.

- A. Administration recommends approval of current 12th grade student 2023-07, to participate in a Gifted Independent Study in accordance with Board Policy #118 during the 2023-2024 school year.
- B. The following policies are submitted for **Approval**:
 1. **Policy #122** - Co-Curricular and Extra-Curricular Activities (**Attachment A4**)
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X. INFORMATIONAL

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- E. A Board majority vote is needed to select up to three candidates for the **PSBA Forum Steering Committee**, term ending December 31, 2025 (two-year term). There are four candidates running
(Attachment A2)

for this office: Tehanne Zeigler, Shikellamy School District, Betsy Gates, Dauphin County Technical School, JaimeLynn Zimerofsky, Schuylkill IU 29, and Jennifer Davidson, Manheim Township School District.

XI. BOARD COMMENT

Mrs. Zasowski asked about presentations. Ms. Crew provided an overview of the upcoming presentations.

Mr. Jackson spoke about the Technology Systems Administrator consultant support and asked for an update on that hiring.

Mr. Jackson asked parents to call the district with questions and don't go to social media if you have questions, have an issue or a late bus.

Dr. Wright wants to encourage promotion from teacher to administration.

Mrs. Hermans promoted homecoming this coming Saturday and also received a thank you from students.

XII. PUBLIC TO BE HEARD

John Yonchuk, Limerick - spoke about filling positions and hiring the best qualified candidates

Rebeccan Bonawitz, Limerick - HR process for hiring

XIII. ADJOURNMENT

The Board unanimously adjourned the meeting at 8:14 p.m. with a motion from Mrs. Deardorff, seconded by Mr. Jackson

Respectfully submitted,

Erin G. Crew
Assistant Board Secretary

| | Contract Title | Season | Last | First | Stipend |
|-----|-------------------------------------------------------------|---------------|-------------|--------------|----------------|
| 1 | Asst. Colorguard Coach - Fall - Grades 7 & 8- prorated | Fall | Allen | Julie | \$1,165.50 |
| 2 | SAP Coordinator - Brooke Elementary | Year | Bates | Katie | \$402.00 |
| 3 | Marching Band Program Planner-HS (1/2 Contract)- prorated | Fall | Bonfiglio | Kimberly | \$1,165.50 |
| 4 | Asst. Basketball Coach-Girls'-HS | Winter | Brittingham | Daniel | \$5,532.45 |
| 5 | HS Club #45- Muslim Student Association Advisor | Year | Buckley | Alicia | \$402.00 |
| 6 | HS Club #28- Environmental Science Club Advisor | Year | Burgess | Walter | \$402.00 |
| 7 | Blue & Gold Director - Grade 8 (1/2 Contract) | Year | Cifelli | Alexander K. | \$1,081.66 |
| 8 | Chorus - 7th & 8th Grade (1/2 Contract) | Year | Cifelli | Alexander K. | \$1,081.66 |
| 9 | Volunteer Middle School Marching Band/Color Guard Personnel | Fall | Craig | Margaret | Volunteer |
| 10 | Reading Olympics – 5/6 | Winter | Davidheiser | Juliet | \$402.00 |
| 11 | Reading Olympics-Grade 8 | Year | Ferko | Elizabeth | \$1,104.00 |
| 12 | 7th Gr. Club #13- 3D Printing | Fall | Fickert | Ian G. | \$402.00 |
| 13 | Brooke Elementary Club #1- Reading Olympics | Year | Heffner | Keith | \$402.00 |
| 14 | HS Club #19- Diversity Club | Year | Jones | Erika | \$402.00 |
| 15 | HS Club #43- Future Teachers Club Advisor (1/2 Contract) | Year | Keppler | Desiree | \$201.00 |
| 16 | 5/6 Club #12- Reading | Winter | Kirby | Yvonne N. | \$402.00 |
| 17 | Chorus-Grade 6- IS | Year | Koss | Susan | \$3,089.18 |
| 18 | HS Club #41- Model UN | Year | Larkin | Brendan | \$402.00 |
| 19 | 7th Gr. Club #10- Crafting | Fall | Leshner | Melinda | \$402.00 |
| 20 | Co-Ed Fitness Intramural # 19 - Grade 5-6 - Fitness | Winter | Morrison | Lauren | \$402.00 |
| 21* | Robotics Club - Brooke Elementary | Winter | O'Connell | Jennifer | \$402.00 |
| 22* | Robotics Club - Brooke Elementary | Fall | O'Connell | Jennifer | \$402.00 |
| 23 | 5/6 Club #6- Walking | Winter | Parsia | Amy | \$402.00 |
| 24 | Reading Olympics – 5/6 | Winter | Parsia | Amy | \$402.00 |
| 25 | HS Club #43- Future Teachers Club Advisor (1/2 Contract) | Year | Prophet | Susan | \$201.00 |
| 26 | Asst. Basketball Coach-Girls'-HS (1/2 Contract) | Winter | Roche | Philip T. | \$2,514.75 |
| 27 | Brooke Elementary Club #2- Reading Olympics | Year | Rockovich | Kayla | \$402.00 |
| 28 | Brooke Elementary Club #3- Reading Olympics | Year | Romanelli | Gina | \$402.00 |

| | | | | | |
|----|-----------------------------------------------------|--------|----------|------------|------------|
| 29 | Reading Olympics – 5/6 | Winter | Sherman | Jayne | \$402.00 |
| 30 | Co-Ed Fitness Intramural # 13 - Grade 7- Basketball | Winter | Staino | Devon | \$402.00 |
| 31 | Head Cheerleading Winter-7th Grade | Winter | Stanton | Ayannah J. | \$1,875.00 |
| 32 | SAP Building Coordinator – Grade 7 | Year | Stauffer | Megan | \$402.00 |
| 33 | HS Club #26- Spanish | Year | Tornambe | Lydia | \$402.00 |
| 34 | Fitness Room Supervisor-Winter-HS | Winter | Wagner | Travis | \$679.00 |

| | Dates | Assessment | Grade(s) | Description |
|-----------|-------------------|-----------------------------------|-------------|--------------------------------|
| September | September 5 - 15 | NWEA/MAP | 5-8 | Math |
| | September 5 - 15 | NWEA/MAP | 5-8 | Reading |
| | September 5-15 | CDTs | High School | Algebra 1, Literature, Biology |
| | September 5 - 15 | aimswEBPlus and RAN | K-2 | Reading and Dyslexia Screen |
| | September 11 - 29 | NWEA/MAP | 1-4 | Math |
| | September 11 - 29 | NWEA/MAP | 3-4 | Reading |
| | September 25 - 30 | CKLA Beginning of Year Assessment | 1-5 | ELA |
| October | October 2-13 | Shaywitz Dyslexia Screener | K-1 | Dyslexia Screen |
| | | | | |
| November | | | | |
| | | | | |
| December | December 4 - 15 | Keystone Winter Wave 1 | 10-12 | Algebra 1, Literature, Biology |
| | December 4 - 15 | NWEA/MAP | 8 | Math and Reading |
| January | January 1 - 31 | WIDA | ELD 1-12 | |
| | January 3 - 17 | Keystone Winter Wave 2 | 10-12 | Algebra 1, Literature, Biology |
| | January 8 - 19 | NWEA/MAP | 1-7 | Math |
| | January 8 - 19 | NWEA/MAP | 3-7 | Reading |
| | January 8 - 19 | aimswEBPlus | K-2 | Reading |
| | January 24 - 31 | CKLA Middle of Year Assessment | 3 | ELA |
| February | February 21 - 28 | CKLA Middle of Year Assessment | 4 | ELA |
| | Feb. 20- Mar. 1 | CDTs | High School | Algebra 1 & Literature |
| March | March 20 - 27 | CKLA Middle of Year Assessment | 1-2 | ELA |
| | | | | |
| April | April 2- 12 | CDTs | High School | Biology |
| | April 22 - 26 | PSSA | 3-8 | ELA |
| | April 29 - May 3 | PSSA | 3-8 | Math, Science, make-ups |
| May | May 1 - 24 | aimswEBPlus | K-2 | Math and Reading |
| | May 6 - May 17 | AP Exams | 9-12 | various subjects |
| | May 13 - 24 | Keystone Spring | 7-12 | Algebra 1, Literature, Biology |
| | May 13 - May 24 | NWEA/MAP | 1-8 | Math |
| | May 13 - May 24 | NWEA/MAP | 3-8 | Reading |
| | May 15 - 26 | Civics Assessment | 11 | |
| June | June 3 - 7 | Everyday Math | 1-4 | end of year assessment |
| | | | | |

*The District Assessment calendar may be modified by the Curriculum Department as needed based on curriculum updates and/or product renewals or changes.

| | |
|--------------|-----------------------------------|
| Book | Policy Manual |
| Section | 100 Programs |
| Title | Assessment of Educational Program |
| Code | 127 |
| Status | Draft |
| Adopted | March 25, 1991 |
| Last Revised | February 4, 2004 |

Purpose

The Board recognizes its responsibility to develop and implement an assessment system that will determine the degree to which students are achieving academic standards and provide information for improving the educational program.

Authority

The Board shall approve an assessment system for use in district schools to assess individual attainment of state and local academic standards, and to identify those students not attaining academic standards and provide assistance. The Board shall approve an assessment system at least once every six (6) years, which shall be implemented no later than one (1) year after the approval date.[\[1\]\[2\]\[6\]\[7\]](#)

The Board reserves the right to review district assessment measures and to approve those that serve a legitimate purpose without infringing upon the personal rights of the students or persons in parental relations.[\[1\]\[3\]](#)

The Board directs the Superintendent or designee to grant requests by persons in parental relations to review the state assessments to determine whether the state assessments conflict with the persons' in parental relations religious beliefs. Persons in parental relations requests shall be submitted at least two (2) weeks prior to the administration of state assessments. The district shall ensure the security of the assessment documents.[\[4\]](#)

If, upon inspection of a state assessment, a person in parental relation finds the assessment to be in conflict with their religious beliefs, the person in parental relation shall have the right to have their child excused from that state assessment, upon receipt of a written request to the Superintendent stating the objection.[\[4\]](#)

Delegation of Responsibility

The Superintendent or designee shall recommend various methods of assessment and evaluation based on their professional judgment, generally accepted professional practice, staff input and state regulations.[\[1\]\[2\]\[6\]](#)

The Superintendent or designee shall provide summary information to the public regarding student achievement, including assessment results, in accordance with federal and state law and regulations.[\[1\]](#)

The Superintendent or designee shall provide information regarding the achievement of academic standards to the PA Department of Education when requested; such information shall not include student names, identification numbers or individually identifiable information.[\[1\]](#)

The Superintendent or designee shall recommend improvements in the curriculum and instructional practices based upon student assessment results.[\[1\]](#)

Guidelines

Persons in parental relations shall receive information regarding their child's state assessment scores and may obtain an explanation of assessment results from qualified school personnel.[\[5\]](#)[\[8\]](#)[\[9\]](#)

The district shall provide assistance to students not attaining academic standards at the proficient level. The district shall inform students and persons in parental relations about how to access such assistance.[\[1\]](#)[\[3\]](#)

Students with disabilities and students participating in ESL/Multilingual Education programs shall participate in assessments, with appropriate accommodations when necessary.[\[2\]](#)[\[8\]](#)[\[10\]](#)[\[11\]](#)

Legal

1. 22 PA Code 4.52
2. 22 PA Code 4.51
3. 22 PA Code 12.41
4. 22 PA Code 4.4
5. 20 U.S.C. 6311
6. 22 PA Code 4.12
7. Pol. 102
8. Pol. 138
9. Pol. 212
10. Pol. 103.1
11. Pol. 113

| | |
|--------------|-------------------------|
| Book | Policy Manual |
| Section | 100 Programs |
| Title | Home Education Programs |
| Code | 137 |
| Status | Draft |
| Adopted | April 23, 2012 |
| Last Revised | May 22, 2023 |

Authority

Home education programs for students of compulsory school age residing in the school district shall be conducted in accordance with state law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Definitions

Appropriate education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.[\[2\]](#)

Hearing examiner - shall not be an officer, employee or agent of the Department of Education or of the school district or intermediate unit of residence of the child in the home education program.

Home education program - a program conducted in compliance with law by the person in parental relation or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.

Supervisor - the person in parental relation who is responsible for providing instruction, provided that such person has a high school diploma or its equivalent.

Delegation of Responsibility

The Superintendent or designee shall develop and distribute administrative regulations for registering home education programs and maintaining appropriate records in accordance with law.[\[2\]](#)

Guidelines

Notarized Affidavitxx

Prior to the commencement of the home education program, and annually thereafter on or before August 1, the person in parental relation or other person having legal custody of the child or children shall either file a notarized affidavit with the Superintendent, which contains certification that the supervisor of the home education program and all adults living in the home and persons having legal custody of a child or children in the home education program have not been convicted of criminal offenses enumerated in School Code or an unsworn declaration, in accordance with law. The affidavit shall include all information required by law.[\[2\]](#)

Instructional Program

The instructional program for home education students shall include such courses as required by law.[\[2\]](#)[\[4\]](#)[\[5\]](#)

Loan of Instructional Materials

At the request of the supervisor, the district shall lend to the home education program copies of the school's planned courses, textbooks and curriculum materials appropriate to the student's age and grade level.[\[2\]](#)

Student Portfolio and Evaluations

For each student participating in a home education program, the supervisor shall:[\[2\]](#)

1. Maintain a portfolio of records and materials, in accordance with applicable law.
2. Provide an annual written evaluation of the student's educational progress, in accordance with the provisions of applicable law.

Graduation Requirements

The following minimum courses in grades 9 through 12 are established as a requirement for graduation in a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies; and two (2) years of arts and humanities.[\[2\]](#)

Diplomas

Students who complete all of the graduation requirements of the home education program shall receive a high school diploma issued by the supervisor or an approved diploma-granting organization.[\[2\]](#)

Students With Disabilities

A home education program meets compulsory attendance requirements for a student with a disability only when the program addresses the specific needs of the student and is approved by a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist. Written notice of such approval must be submitted with the required affidavit.[\[1\]](#)

The supervisor may request that the school district or intermediate unit of residence provide services that address the specific needs of a student with a disability.[\[1\]](#)

When the provision of services is agreed to by both the supervisor and the school district or intermediate unit, all services shall be provided in public schools or in a private school licensed to provide such programs and services.[\[1\]](#)

Appropriate Education/Compliance

A home education evaluator shall certify that an appropriate education is occurring in the home education program. The supervisor shall submit the certification to the Superintendent by June 30 of each year. If the supervisor fails to submit the certification, the Superintendent shall send a letter to the supervisor notifying the supervisor that they have ten (10) days to submit the certification.[\[2\]](#)

If the Superintendent has a reasonable belief at any time during the school year that appropriate education may not be occurring in the home education program, the Superintendent may submit a letter to the supervisor requiring an evaluation to be conducted and that an evaluator's certification stating that an appropriate education is occurring shall be submitted to the district by the supervisor within thirty (30) days. The letter shall include the basis for the Superintendent's reasonable belief.[\[2\]](#)

If the Superintendent has a reasonable belief that the home education program is out of compliance, the Superintendent shall submit a letter to the supervisor requiring a certification to be submitted within thirty (30) days indicating the program is in compliance. The letter shall include the basis for the Superintendent's reasonable belief.[\[2\]](#)

As required by law, all letters shall be sent by certified mail, return receipt requested, and the time for submission of the requested documentation begins upon receipt of the letter.[\[2\]](#)

Hearings

If the supervisor fails to submit a certification as required, the Board shall provide a hearing by a qualified and impartial hearing examiner within thirty (30) days.[\[2\]](#)

If the hearing examiner finds that an appropriate education is not taking place in the home education program, the home education program will be determined out of compliance; and the student will be enrolled promptly in a public school, a nonpublic school or a licensed private academic school.[\[2\]](#)

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.[\[2\]](#)

Appeal

The supervisor or Superintendent may appeal the decision of the hearing examiner to the Secretary of Education, Commonwealth Court or Court of Common Pleas. The home education program may continue during the appeals process.[\[2\]](#)

Transfers

If a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home education program. The request must be made by registered mail thirty (30) days prior to relocation.[\[2\]](#)

The Superintendent shall issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request.[\[2\]](#)

The supervisor shall file the letter of transfer with the Superintendent of the new district of residence.[\[2\]](#)

If a home education program is out of compliance, the Superintendent shall inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[\[2\]](#)

If a home education program is in hearing procedures, the Superintendent shall inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[\[2\]](#)

If the Superintendent is informed of pending proceedings related to a home education program relocating from a previous district to this district, the Superintendent shall continue the home education program until the appeal process in the previous district is finalized.[\[2\]](#)

Legal

1. 24 P.S. 1327
 2. 24 P.S. 1327.1
 3. 22 PA Code 11.31a
 4. Pol. 137.2
 5. Pol. 137.3
- 22 PA Code 11.33
24 P.S. 111
Pol. 137.1
Pol. 203
Pol. 209

| | |
|--------------|------------------|
| Book | Policy Manual |
| Section | 100 Programs |
| Title | Student Services |
| Code | 146 |
| Status | Draft |
| Adopted | |
| Last Revised | |

Authority

The Board directs that every six (6) years, the district shall develop a written plan for implementing a comprehensive and integrated K-12 program of student services, based on the needs of students. The plan shall be made available for public inspection and comment in the district's administrative offices and the district's website for a minimum of twenty-eight (28) days prior to approval by the Board.[\[1\]](#)[\[2\]](#)[\[3\]](#)

The student services plan shall include policies and procedures for emergency care and administration of medication and treatment under The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § § 780-101—780-144) and guidelines issued by the Department of Health. The Board directs that the Student Services Plan be reviewed and revised as necessary.[\[2\]](#)

Guidelines

Services offered by community agencies in district schools shall be coordinated by and be under the general direction of the school district.[\[2\]](#)

The following categories of services shall be provided by the district and included in the Student Services Plan:[\[2\]](#)

1. Developmental services that address students' needs throughout their district enrollment, which include: guidance counseling, psychological services, health services, home and school visitor services, and social work services that support students in addressing academic, behavioral, health, personal and social development issues.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)
2. Diagnostic, intervention and referral services for students experiencing problems attaining educational achievement appropriate to their learning potential.
3. Consultation and coordination services for students who are experiencing chronic problems that require multiple services by teams or specialists.

The district shall plan and provide for a Student Assistance Program (SAP) in accordance with applicable law and regulations.[\[9\]](#)[\[10\]](#)[\[11\]](#)

The district's student services shall:[\[2\]](#)

1. Be an integral part of the instructional program at all levels of the school system.

2. Provide information to students and parents/guardians about the educational opportunities of the school's instructional program and how to access those opportunities.
3. Provide career information and assessments to inform students and parents/guardians about work and career options available to individual students.[4][12]
4. Provide basic health services required by law for students and provide information to parents/guardians about the health needs of their children.[6][7][8][13]

Delegation of Responsibility

The Superintendent or designee shall be responsible to develop, implement and monitor a Student Services Plan that complies with state regulations and is available to all students.

The Superintendent or designee shall ensure that all persons delivering student services are specifically licensed or certified as required by law or regulations.[\[2\]](#)

Legal

1. 22 PA Code 4.13
2. 22 PA Code 12.41
3. Pol. 100
4. Pol. 112
5. Pol. 113
6. Pol. 209
7. Pol. 210
8. Pol. 210.1
9. 24 P.S. 1547
10. 22 PA Code 12.42
11. Pol. 236
12. Pol. 115
13. Pol. 227
- Pol. 209.1
- Pol. 235.1
- Pol. 808

| | |
|--------------|-------------------------|
| Book | Policy Manual |
| Section | 200 Pupils |
| Title | Graduation Requirements |
| Code | 217 |
| Status | Draft |
| Adopted | March 25, 1991 |
| Last Revised | January 28, 2019 |

Purpose

The Board will acknowledge each student's successful completion of the instructional program appropriate to the student's interests and needs by awarding a diploma at graduation ceremonies.

Authority

The Board shall adopt the graduation requirements students must achieve in accordance with state law and regulations, which shall include course completion and grades, and proficiency on district and state assessments.[\[1\]](#)[\[2\]](#)[\[3\]](#)

The Board requires graduation requirements to be published and distributed to students and parents/guardians, and made available in each school building **and posted** on the district's **publicly accessible** website. All changes to graduation requirements shall be published and distributed to students and parents/guardians, and made available in each school building **and posted** on the district's **publicly accessible** website immediately following approval by the Board.[\[22 PA Code 4.24\]](#)[\[24 P.S. 510.2\]](#)

The Board shall award a regular high school diploma to every student enrolled in this district who meets the requirements of graduation established by the Pennsylvania Department of Education, as well as those established by the Spring-Ford Area School District Board of Directors.[\[1\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

The Board shall permit a student with a disability, whose Individualized Education Program (IEP) prescribes continued educational services, to participate in commencement ceremonies with their graduating class and receive a certificate of attendance, provided that the student has attended four (4) years of high school. The Board shall issue a high school diploma to each student with a disability who completes the graduation requirements established by the Board or the goals established in the student's IEP, as determined by the student's IEP team.[\[24 PS 121\]](#)[\[1\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

A requirement for graduation shall be the completion of work and studies representing the instructional program assigned to grades 9 through 12. Credits toward graduation can only be earned when a student is in grade 9 through 12. High School courses taken by students in grades below 9th grade shall not count toward graduation requirements.[\[5\]](#)[\[6\]](#)[\[10\]](#)

The Board requires that each candidate for graduation shall have earned at least twenty-two (22) credits and demonstrate proficiency on district and state assessments to receive a diploma and be involved in the commencement ceremony.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[Pol. 251]

1. Homelessness.
2. An adjudication of:
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[\[25\]](#)[\[Pol. 251\]](#)

Delegation of Responsibility

The Superintendent or designee shall be responsible for planning and executing graduation ceremonies that appropriately recognize this important achievement.

The Superintendent or designee shall be responsible for ensuring the following:

1. Publication and distribution of graduation requirements to students and parents/guardians.[\[22 PA Code 4.24\]](#)[\[24 P.S. 510.2\]](#)
2. Counseling of students regarding expectations of graduation requirements.[\[22 PA Code 4.24\]](#)[\[22 PA Code 4.51\]](#)[\[22 PA Code 4.52\]](#)[\[Pol. 102\]](#)[\[Pol. 127\]](#)[\[10\]](#)[\[16\]](#)
3. Assessment of individual student attainment of academic standards to ensure the student's progress toward achievement of graduation requirements.[\[22 PA Code 4.24\]](#) [\[22 PA Code 4.51\]](#)[\[22 PA Code 4.52\]](#)[\[Pol. 102\]](#)[\[Pol. 127\]](#) [\[Pol. 212\]](#)[\[22 PA Code 4.12\]](#)
4. Accurate recording and reporting of each student's progress and accumulation of graduation requirements.[\[Pol. 212\]](#)
5. Provision of assistance to those students having difficulty attaining the academic standards.[\[24 P.S. 121\]](#)[\[22 PA Code 4.24\]](#)

6. Development of a list of individuals who qualify for the award of a diploma.

The Superintendent or designee shall annually, no later than December 1, report to the PA Department of Education (PDE) graduation information and data, as required by law. [\[24 P.S. 121\]](#)

Guidelines

Accurate recording of each student's achievement of academic standards shall be maintained, as required by law and state regulations.[\[8\]](#)[\[15\]](#)

Students shall be informed of graduation requirements and the amount of credits they are required to complete.

Periodic warnings shall be issued to students in danger of not fulfilling graduation requirements. Written notification shall be sent to persons in parental relations of students in danger of not fulfilling graduation requirements at the end of the student's junior year and at the conclusion of the second and third marking periods of the student's senior year.[\[16\]](#)

A student who has completed the requirements for graduation shall not be denied a diploma as a disciplinary measure, but the student may be denied participation in the graduation ceremony when personal conduct so warrants.

The fourth year of high school shall not be required if the student has been accepted by an accredited institution of higher learning and has completed all requirements for graduation.[\[17\]](#)[\[18\]](#)

Students Experiencing Educational Instability -

The district shall provide supports to ensure that students experiencing educational instability graduate in a timely manner, in accordance with law and Board policy. A graduation plan shall be developed to facilitate this process for students in grades nine (9) through twelve (12) who are experiencing educational instability.[\[12\]](#)[\[13\]](#)[\[Pol. 251\]](#)

Part-Time Students -

A student may qualify for graduation by attending a district school part-time when lawfully employed part-time or when officially enrolled part-time in a postsecondary institution.[\[20\]](#)[\[21\]](#)

Full-Time Postsecondary Students -

The fourth year of high school shall not be required for graduation if a student has completed all requirements for graduation and attends a postsecondary institution as a full-time student.[\[21\]](#)[\[22\]](#)

Early Graduation

Students requesting early graduation must submit a written request executed by their person in parental relation to do so through their high school counselor, who shall confer with the student and person in parental relation prior to recommending the request for approval by the high school principal, Superintendent and Board.

Students desiring to graduate early must:

1. Request permission for early graduation by June 1st of their sophomore year (10th grade),
2. Have attended Spring-Ford Area School District for one (1) complete school year, and
3. Have a cumulative GPA of ninety-five percent (95%) or higher.

By June 1st of their sophomore year, the student will submit a plan detailing the manner in which all graduation requirements (twenty-two (22) credits and proficiency on district and state assessments) will be satisfied. By June 30th, the Superintendent or designee will respond to the student and person(s) in parental relation(s) regarding approval/denial of the submitted plan.

Offsite and/or Online Courses (Excluding Spring-Ford Cyber Learning Programming)

Each course taken offsite and/or online needs to be separately approved using the Course Advancement Approval Process to ensure that the course meets the expectation of the Spring-Ford Area School District and graduation requirements. Courses taken offsite and/or online are not calculated toward GPA and/or honor roll but will be counted towards graduation credit.

Early College Admissions – Seniors Only

Students requesting participation in an early college admissions program must submit a written request executed by their person in parental relation to their child's high school guidance counselor, who shall confer with the student and person in parental relation prior to recommending the request for approval by the high school principal, Superintendent and Board. Application for early college admission must be submitted by June 1st of their junior year.

Students who request permission for early admissions application must have completed the 11th grade and have a cumulative GPA of ninety percent (90%) or higher, and have been in attendance in the Spring-Ford Area School District for one (1) complete school year.

The student must maintain a C average in their freshman year of college work and must be considered a full-time student before the school district will approve a request for a Spring-Ford diploma. Credits presented for the diploma must include all courses mandated by the State Board of Education regulations which have not been completed prior to college entrance.

It shall be the obligation of the student to maintain communication with the home school before leaving for college in September and between semesters to finalize details of graduation and for information concerning student activities.

Dual Enrollment

Students currently enrolled in the eleventh (11th) or twelfth (12th) grade may enroll in Dual (credit) Enrollment course options subject to the restrictions noted in the established guidelines. To remain eligible for continued enrollment, students must maintain a 70% average; and must conform to the State Board of Education curriculum regulations for dual high school and college enrollment. All dual enrollment students will be subject to the following guidelines:

1. Part-Time Dual Enrollment:
 - a. Dual credit classes may count only toward elective graduation requirements.
 - b. Any dual credit student carrying over seven (7.0) credits will not have their second semester dual credit course calculated in their GPA.
 - c. All students must register for dual enrollment courses through their Spring-Ford Senior High School counselor.
 - d. Dual enrollment placement tests determine math course selection, however if a similar course has previously been completed and credit awarded, a student will not receive additional Spring-Ford credit.
 - e. Juniors and seniors who take dual credit classes are eligible for open campus. Open campus allows students to arrive late or leave early on the days/semester the dual credit class does not meet.
 - f. If previously scheduled, students are not permitted to drop a spring semester dual credit class.
 - g. Senior Final Exam Exemption does not apply for these college classes.
 - h. On a case-by-case basis and with pre-approval by the student's house principal, college courses may be substituted for graduation requirements imposed by the school district.
2. Full-Time Dual Enrollment:
 - a. All students must register for dual enrollment courses through their Spring-Ford Senior High School counselor.
 - b. Any junior enrolling as a full-time dual enrollment student must take at least three (3) credit courses in their first semester and four (4) 3-credit courses each semester following and be on track to meet the Spring-Ford

graduation requirements.

- c. Any senior enrolling as a full-time dual enrollment student is required to take three (3) 3-credit courses both semesters and must remain on track to meet Spring-Ford graduation requirements. Note that English, math, science, and social studies are required and must align with Spring-Ford Senior High School course offerings (approved via the student's counselor).
- d. Participation in PIAA requires students to be enrolled in four (4) courses per semester and passing each course with at least a seventy percent (70%) average.
- e. All full-time dual enrollment students must have scored proficient or advanced on all required Keystone end-of-course exams.
- f. All dual enrollment courses must be approved by the student's guidance counselor one semester in advance.
- g. Any course taken to replace a Spring-Ford required course must be approved prior to the last day of the previous school year, i.e. English Comp 101, American National Government 124, Health and PE.
- h. All dual enrollment health courses will equal .40 Spring-Ford Senior High School credit.
- i. All dual enrollment Physical Education courses will equal .40 Spring-Ford Senior High School credit.
- j. All dual enrollment (3 or more) credit courses will receive one (1) Spring-Ford High School credit.
- k. Full-time dual enrollment students are recommended to meet with their counselor once a semester.
- l. Students may not take winter session (condensed) courses for Spring-Ford Senior High School credit.
- m. Any dual credit student carrying over seven (7.0) credits will not have their second semester dual credit course calculated in their GPA.
- n. Dual enrollment placement tests determine math course selection, however if a similar course has previously been completed and credit awarded, a student will not receive additional Spring-Ford credit.
- o. Students are responsible for checking that all prerequisite requirements have been met before registering for a course.
- p. Senior Final Exam Exemption does not apply for these college classes.

- q. Students participating in full-time dual enrollment are not eligible to be considered for commencement speaker.

The Superintendent or designee shall annually, no later than December 1, report to the PA Department of Education (PDE) graduation information and data, as required by law. [19]

Diplomas for Eligible Veterans

Veterans of World War II -

In order to recognize and honor veterans who left high school prior to graduation to serve in World War II, the Board shall grant a diploma to a veteran who completes the required application and meets the following requirements: [\[4\]](#)

1. Was honorably discharged from the Armed Forces of the United States of America.
2. Served in the United States military between September 16, 1940 and December 31, 1946.
3. Attended high school between 1937 and 1946 and would have been a member of a graduation class during the years 1941 through 1950 but did not graduate due to entry into military service.

Veterans of Korean War -

In order to recognize and honor veterans who left high school prior to graduation to serve in Korean War, the Board shall grant a diploma to a veteran who completes the required application and meets the following requirements: [\[4\]](#)

1. Was honorably discharged from the Armed Forces of the United States of America.
2. Served in the United States military between June 27, 1950 and January 31, 1955.
3. Attended high school between 1947 and 1955 and would have been a member of a graduation class during the years 1951 through 1957 but did not graduate from high school due to entry into military service.

Veterans of Vietnam War -

In order to recognize and honor veterans who left high school prior to graduation to serve in Korean War, the Board shall grant a diploma to a veteran who completes the required application and meets the following requirements: [\[4\]](#)

1. Was honorably discharged from the Armed Forces of the United States of America.

2. Served in the United States military between February 28, 1961 and May 7, 1975.
3. Attended high school between 1958 and 1975 and would have been a member of a graduation class during the years 1961 through 1975 but did not graduate from high school due to entry into military service.

Upon proper application, the Board may award a diploma posthumously to a veteran who meets the stated requirements.

The Superintendent shall submit to the Board for its approval the names of veterans eligible for a high school diploma.

Legal

1. 22 PA Code 4.24
2. 22 PA Code 4.51
3. 22 PA Code 4.52
4. 24 P.S. 1611
5. 24 P.S. 1613
6. Pol. 102
7. Pol. 127
8. Pol. 213
9. 22 PA Code 11.27
10. 22 PA Code 4.12
11. 24 P.S. 1614
12. 34 CFR 300.102
13. 34 CFR 300.305
14. Pol. 113
15. Pol. 216
16. Pol. 212
17. 22 PA Code 11.4
18. 22 PA Code 11.8
19. 24 P.S. 121
- 22 PA Code 11.5
25. 45 CFR 1355.20
- 34 CFR Part 300
- Pol. 214
- Pol. 233

| | |
|--------------|-------------------|
| Book | Policy Manual |
| Section | 200 Pupils |
| Title | Searches |
| Code | 226 |
| Status | Draft |
| Adopted | March 25, 1991 |
| Last Revised | November 22, 2004 |

Purpose

The Board acknowledges that while students are constitutionally protected against unreasonable searches and seizures, the need to maintain a safe and healthy school environment may involve searches of persons, possessions, lockers and vehicles. Searches may involve the use of drug dogs.

The Board acknowledges the need for safe in-school storage of books, clothing, school materials and other personal property and may provide lockers for such storage purposes only.

Definition

For purposes of this policy, **contraband** includes drugs, electronic cigarettes, vapes, tobacco, alcohol, weapons or other materials possessed by a student in violation of federal or state law or school policy.

Authority

School officials may conduct a reasonable search of a particular student and their personal effects, locker, or automobile when there is reasonable suspicion that the student is in possession of contraband or that contraband will be found in the student's personal effects, locker, or automobile.

The scope of the search must be reasonably related to the objectives of the search and not excessively intrusive in light of the student's age and sex and the nature of contraband the student is suspected of possessing.

It shall be the policy of the Board that all such lockers are and shall remain the property of the school district. As such, students do not have an expectation of privacy in their lockers.[\[1\]](#)

No student may use a locker or automobile as a depository for a substance or object which is prohibited by law or district regulations, or which constitutes a threat to the health, safety or welfare of the occupants of the school building or the school grounds.

Students, persons in parental relations, and staff shall be notified at least annually, or more often if deemed appropriate by the administration, concerning the contents of this policy.

A violation of this policy shall result in disciplinary proceedings which may include suspension, expulsion, and/or arrest.

Guidelines

Random/Blanket Searches

School officials may conduct blanket or random searches of students without suspicion of any particular student where school officials determine in good faith that a substantial problem is threatening the welfare or safety of students and that blanket or random searches may help solve or eliminate the problem. Before such a search is conducted, the school will take the following steps:

1. The Superintendent and principal will jointly approve the search in the interest of solving a substantial problem threatening the welfare or safety of students.
2. The Superintendent and principal will decide the method and scope of the search. The search method must be uniform and preclude the use of discretion by school officials as to which students are searched. For example, a metal detector test or emptying of all pockets and bags as part of a blanket weapons search of all students entering a building would be uniform and without discretion of officials. Likewise, a dog-sniff drug search could be required for all students entering a building. Random searches may be used to search less than all students provided the method of selection is truly random and without discretion of officials. For example, searching every fifth student in line before entering a building. The scope of the search must be no more intrusive than necessary to satisfy the school's interest justifying the search. For example, a blanket pat-down search for drugs or weapons would probably be excessively intrusive absent a severe problem to establish a compelling justification.

The Superintendent and principal are authorized to conduct a one-time search or a program under which a series of searches are conducted over a specified period of time, provided that the search program will only continue as long as deemed necessary in light of the identified problem.

Advance written notice of the search or search program will be mailed to persons in parental relations and distributed to students, except where the Superintendent and principal determine an emergency search without advance notice is necessary to eliminate an immediate threat to the welfare or safety of other individuals in the school—for example, a bomb threat or specific information about a dangerous weapon on school property.

Searches of Students

Except as provided below, only principals and assistant principals may conduct the search of a particular student. The search must be conducted in the presence of at least one (1) other administrator or teacher, except in emergency situations in which the principal or assistant principal has reasonable suspicion that a student may have contraband that poses an immediate threat to the welfare and safety of other individuals in the school.

If a principal or assistant principal has reasonable suspicion that a particular individual is in possession of contraband, the administrator may use a hand-held metal detector to conduct a specific, non-randomized search of the individual and their personal effects.

A pat-down search of a student's person may only be conducted by a principal or assistant principal of the same sex, except: (1) in emergency situations in which the principal or assistant principal has reasonable suspicion that a student may have contraband on their person that poses an immediate threat to the welfare and safety of other individuals in the school; and (2) when the student's sex is different from both the principal and assistant principal, in which case the pat-down search must be conducted by another school official of the same sex.

Searches of Lockers

The Board authorizes its employees to inspect a student's locker when such employee has reasonable grounds to believe that the locker is being used as a depository for a substance or object which is prohibited by law or district regulations, or which constitutes a threat to the health, safety or welfare of the occupants of the school building or the building itself. Such materials may be used as evidence against the student(s) in disciplinary proceedings.[\[2\]](#)

The student(s) shall be notified and given the opportunity to be present. However, where school authorities have reasonable grounds to believe that the locker contains materials which pose a threat to the health, welfare and safety of students in the school, a student's locker may be searched without prior warning.[\[2\]](#)

Prior to a locker search, the student shall be notified, and given an opportunity to be present, and permitted to call a person in parental relation or another representative.

The principal or assistant principal shall be present whenever a student locker is inspected.

The principal/assistant principal shall be responsible for the safekeeping and proper disposal of any substance, object or material found to be improperly stored in a student's locker.

The principal/assistant principal shall be responsible for promptly recording in writing each locker inspection and the record shall include the reason(s) for the search, persons present, objects found and the disposition.

Whenever the search of a student's locker is prompted by a reasonable suspicion that the contents of a student's locker create a threat to the health, welfare and safety of students in the school, the principal/assistant principal may open the locker without warning as soon as it is necessary to do so to discharge properly their duty to protect the persons and property in the school.

The principal/assistant principal shall open a student's locker for inspection on the request of a law enforcement officer only upon presentation of a duly authorized search warrant.[3]

Searches of Automobiles

School authorities may search any automobile driven onto school district property by a student and may seize any illegal materials if reasonable grounds for conducting the search exist. Seized materials may be used as evidence against the student(s) in disciplinary proceedings.

Prior to a search of an automobile, the student(s) shall be notified and given an opportunity to be present. However, where school authorities have a reasonable suspicion that the automobile contains materials which pose a threat to the health, welfare and safety of students in the school, the automobile may be searched without prior warning.

Reasonable Suspicion/Testing

If based on the student's behavior, medical symptoms, vital signs or other observable factors, the building principal has reasonable suspicion that the student is under the influence of a controlled substance, beverage containers or similar substance delivery devices may be tested for the presence of controlled substances.

Use of Drug Dogs

School authorities may use, at their discretion, specially trained drug-sniffing dogs to conduct a generalized search of school district premises. Drug-sniffing dogs may be used at the direction of the Superintendent and consistent with school district policy.

School authorities will conduct the canine searches on the outside of the school-owned locker, and only search inside the locker if the canine alerts to a particular locker.

School authorities will conduct the canine searches on the outside of automobiles, and only search inside the automobile if the canine alerts to a particular automobile.

Basic Procedures

1. The Superintendent or building principal may request a canine search of lockers, storage areas and/or vehicles.
2. Dogs will only be used when under the control of the police trainer or designee.
3. Prior to a search, the student shall be notified, and given an opportunity to be present and permitted to call a person in parental relation or another representative. However, where school authorities have reasonable grounds to believe that the locker contains materials which pose a threat to the health, welfare and safety of students in the school, a student's locker may be searched without prior warning.

4. Persons in parental relations of a student will be notified immediately upon determination that a student is in possession of a substance or object which is prohibited by law or district regulations.
5. Disciplinary proceedings including suspension, expulsion and/or arrest of the student may follow.

Disciplinary Consequences

Students who refuse to consent to a search request shall be considered in violation of this policy, insubordinate, and in defiance of authority. Refusal to cooperate with school officials shall constitute further grounds for exclusion from school. When the suspected item would constitute contraband of any kind or potential evidence of a crime (e.g., controlled substances, weapons or look-alike weapons, and stolen property), refusal to consent to search may also result in immediate referral to local police.

Delegation of Responsibility

The Superintendent shall develop procedures to implement this policy.

Legal

1. 24 P.S. 510
2. 22 PA Code 12.14
3. Pol. 225

| | |
|--------------|-------------------|
| Book | Policy Manual |
| Section | 200 Pupils |
| Title | Threat Assessment |
| Code | 236.1 |
| Status | Draft (PSBA 8/22) |
| Adopted | NEW |
| Last Revised | NEW |

Purpose

The Board is committed to protecting the health, safety and welfare of its students and the school community and providing the resources and support to address identified student needs. The Board adopts this policy to address student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[\[1\]](#)

Authority

The Board directs the Coordinator of Safety, Security, and Emergency Preparedness (CSSEP), in consultation with the superintendent or designee, to establish a threat assessment team and develop procedures for assessing and intervening with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others.[\[1\]](#)

Definitions

Behavioral service providers – includes, but is not limited to, a state, county or local behavioral health service provider, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency.[\[2\]](#)

Bias – the attitudes or beliefs we have about a person or group that affects our understanding, actions and decisions in a conscious or subconscious manner.[\[3\]](#)

Individualized Management Plan – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team’s attention, as well as the resources and supports a student might need based on the information gathered during the assessment.

Threat assessment – a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.

Delegation of Responsibility

The CSSEP, in consultation with the superintendent or designee, shall appoint [\[1\]](#)

[\[Note: districts should only select one of the appropriate options if the designated team is made up of required personnel under 24 P.S. 1302-E\]](#)

{X} individuals to a district threat assessment team.

The CSSEP or designee shall designate a member of the team as team leader for the threat assessment team.^[1]

The threat assessment team shall include the CSSEP and individuals with expertise in school health; counseling, school psychology or social work; special education and school administration.^[1]

The CSSEP or designee may assign additional staff members or designated community resources to the threat assessment team for assessment and response support.

Guidelines

Training

The CSSEP shall ensure that threat assessment team members are provided individual and/or group training **annually** on:^[1]

1. Responsibilities of threat assessment team members.
2. Process of identifying, reporting, assessing, responding to and intervening with threats.
3. Confidentiality requirements under state and federal laws and regulations, and Board policies.^{[4][6][9][10][11]}

Threat assessment team training shall be credited toward professional education requirements and school safety and security training requirements for staff, in accordance with applicable law and Board policy.^{[1][6][13][14][15][16]}

Information for Students, Persons in Parental Relations, and Staff

The district shall **annually** notify students, staff and persons in parental relations about the existence and purpose of the threat assessment team through posting information on the district website, publishing in handbooks and through other appropriate methods.^[1]

The threat assessment team shall make available age-appropriate informational materials to students regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Informational materials shall be available for review by persons in parental relations.^{[1][7][8][17][18][19]}

The threat assessment team shall make available informational materials for school employees regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say

Something program and other district reporting hotlines or methods. Information for school employees shall include a list of the staff members who have been appointed to the threat assessment team.[\[1\]](#)[\[7\]](#)[\[8\]](#)[\[17\]](#)[\[19\]](#)

The district shall annually provide mandatory training for school staff on identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with law, Board policy and the standards specified by the state's School Safety and Security Committee.[\[6\]](#)[\[15\]](#)

Reporting and Identification

The threat assessment team shall document, assess and respond to reports received regarding students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.[\[1\]](#)

The threat assessment team shall assist in assessing and responding to reports that are received through the Safe2Say Something Program identifying students who may be a threat to themselves or others.[\[1\]](#)[\[6\]](#)

The threat assessment team shall assist in assessing and responding to reports of students exhibiting self-harm or suicide risk factors or warning signs, as identified in accordance with applicable law and Board policy.[\[1\]](#)[\[7\]](#)

When the threat assessment team has made a preliminary determination that a student's reported behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others, the team shall immediately take the following steps:[\[1\]](#)

1. Notify the Superintendent or designee and the CSSEP of the reported threat.
2. Notify the building principal of the school the student attends of the reported threat, who shall notify the student's person in parental relation of the reported threat.

When a reported student's behavior indicates that there may be an imminent threat to the safety of the student or others, or an emergency situation, a threat assessment team member shall take immediate action, which may include promptly reporting to the appropriate law enforcement agency and school administration.[\[1\]](#)[\[5\]](#)[\[6\]](#)[\[20\]](#)

Where a threat assessment team member has reasonable cause to suspect that a reported situation indicates that a student may be a victim of child abuse, the member shall make a report of suspected child abuse in accordance with law and Board policy.[\[1\]](#)[\[21\]](#)[\[22\]](#)

Inquiry and Assessment

In investigating, assessing and responding to threat reports, the threat assessment team shall make a determination if the report should be addressed under one or more specific Board policies or administrative regulations, based on the subject matter of the

report and the requirements of law, regulations and Board policy, including, but not limited to, reports involving:

1. Discrimination/Title IX Sexual Harassment.[8][17]
2. Bullying/Cyberbullying.[19]
3. Suicide Awareness, Prevention and Response.[7]
4. Hazing.[23]
5. Dating Violence.[24]

Members of the threat assessment team shall engage in an assessment of the reported student behavior that may indicate a threat, in accordance with training and established procedures. This process may include, but is not limited to:

1. Interviewing the student, other students, staff, persons in parental relations or others regarding the subject(s) of the reported threat.
2. Reviewing existing academic, health and disciplinary records and assignments, as appropriate, regarding the subject(s) of the report.
3. Conducting searches of lockers, storage spaces, and other possessions on school property as applicable, in accordance with applicable law, regulations and Board policy.[25]
4. Examining outside resources such as social media sites, in coordination with law enforcement, or contacting law enforcement, juvenile probation, or community agencies to request additional information about the subject(s) of the report, in accordance with law, regulations and Board policies.
5. Where appropriate, convening the appropriate team to assess and/or address the situation that is the subject of the report, such as the Individualized Education Program (IEP) team, Section 504 Team, Behavior Support team, Student Assistance Program team, or others.[4][26][27][28][29][30]

The threat assessment team shall establish and implement procedures, in accordance with the district's Memorandum of Understanding, to address situations where the investigation of a reported threat shall be transferred to the appropriate law enforcement agency.[5][20]

The threat assessment team may request that the county agency or juvenile probation department consult and cooperate with the team in assessing the student who is the subject of a preliminary determination regarding a threat.[\[1\]](#)

When assessment of a student's behavior determines that it is not a threat to the student, other students, school employees, school facilities, the community or others, the threat assessment team shall document the assessment and may refer the student

to other appropriate resources such as a child study team, the Student Assistance Program team, an IEP or Section 504 Team or other district supports and services.

Response and Intervention

The threat assessment team shall develop an Individualized Management Plan for each student identified and assessed as posing a threat to the student, other students, school employees, school facilities, the community or others. The plan should document the team's evaluation of the threat and recommendations for disposition of the threat, including the information gathered during the assessment and recommendations for response and intervention.

Following notification to the student's person in parental relation, the threat assessment team may refer the student to an appropriate program or take action to address the reported situation in accordance with applicable Board policy, which may include, but is not limited to:[\[1\]](#)

1. A referral to the Student Assistance Program.[\[4\]](#)
2. A referral to the appropriate law enforcement agency.[\[5\]](#)[\[6\]](#)[\[20\]](#)
3. An appropriate evaluation to determine whether the student is a qualified student with a disability in need of a Section 504 Service Agreement or in need of special education services through an Individualized Education Program (IEP), in accordance with applicable law and Board policy.[\[26\]](#)[\[27\]](#)[\[30\]](#)
4. A referral to the student's IEP Team to review and address the student's IEP and/or Positive Behavior Support Plan. This could include, but is not limited to, a manifestation determination or functional behavioral assessment in accordance with applicable law, regulations and Board policy.[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)
5. A referral to the student's Section 504 Team to review and address the student's Section 504 Service Agreement and/or Positive Behavior Support Plan.[\[26\]](#)
6. With prior consent from a person in parental relation, a referral to a behavioral service provider, health care provider or county agency.[\[31\]](#)
7. Addressing behavior in accordance with applicable discipline policies and the Code of Student Conduct.[\[32\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)
8. Ongoing monitoring of the student by the threat assessment team, a child study team, Student Assistance Program team or other appropriate school personnel.
9. Taking steps to address the safety of any potential targets identified by the reported threat.[\[6\]](#)[\[36\]](#)

Safe Schools Incident Reporting –

For Safe Schools reporting purposes, the term **incident** means an instance involving an act of violence; the possession of a weapon; the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[20][37][38][39]

When a reported threat also meets the definition of an incident under the Safe Schools Act, in accordance with reporting requirements, the Superintendent or designee shall immediately report required incidents, if not previously reported by district staff, and may report discretionary incidents committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the Memorandum of Understanding with local law enforcement and Board policies.[20][32][37][38][40][41][42]

The Superintendent or designee shall notify the person in parental relation, if not previously notified by district staff, of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, who is a victim or suspect, immediately, as soon as practicable. The Superintendent or designee will inform the person in parental relation whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee will document attempts made to reach the person in parental relation.[20][38][43]

Students With Disabilities –

When reporting an incident committed by a student with a disability or referring a student with a disability to a law enforcement agency, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[9][11][44][45][46][47]

Monitoring and Management

If a student has an Individualized Management Plan, the threat assessment team shall monitor the Individualized Management Plan and coordinate with the designated team or resource to provide support and follow-up assessment as necessary. Follow-up assessments, referrals, re-entry plans and other supports shall be documented as part of the student's Individualized Management Plan.

The threat assessment team, in coordination with other appropriate teams and supports, shall determine when the student's Individualized Management Plan is no longer needed for disposition of the threat(s), and may transfer appropriate information in accordance with applicable law, regulations and Board policy.[4][7][9][11][26][27]

Records Access and Confidentiality

In order to carry out their duties and facilitate the timely assessment of and intervention with students whose behavior may indicate a threat, the threat assessment team shall have access to the following student information to the extent permitted under applicable law and regulations:[\[1\]](#)

1. Student health records.[\[48\]](#)[\[49\]](#)
2. Prior school disciplinary records.[\[9\]](#)[\[11\]](#)[\[50\]](#)
3. Records related to adjudication under applicable law and regulations.[\[50\]](#)[\[51\]](#)[\[52\]](#)[\[53\]](#)[\[54\]](#)[\[55\]](#)
4. Records of prior behavioral or mental health or psychological evaluations or screenings maintained by the district.
5. Other records or information that may be relevant to evaluating a threat or determining treatment or referral options for a student that are maintained by the district.

The threat assessment team shall use all information or records obtained in fulfilling the team's duty in accordance with law to evaluate a threat or to recommend disposition of a threat. Team members shall not redisclose any record or information obtained or otherwise use any record of a student beyond the purpose for which the disclosure was made to the team, in accordance with law.[\[1\]](#)

The threat assessment team shall maintain confidentiality and handle all student records in accordance with applicable law, regulations, Board policy, the Student Records Plan and the district's legal and investigative obligations.[\[4\]](#)[\[7\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[19\]](#)[\[44\]](#)[\[46\]](#)[\[50\]](#)[\[56\]](#)

Threat assessment members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, shall ensure that all confidential communications and information are addressed in accordance with applicable law, regulations, Board policy and administrative regulations.[\[10\]](#)[\[57\]](#)[\[58\]](#)[\[59\]](#)[\[60\]](#)

Annual Board Report

The threat assessment team shall provide the required information to the CSSEP in consultation with the Superintendent, to annually develop and present to the Board, at an executive session, a report outlining the district's approach to threat assessment, which shall include:[\[1\]](#)

1. Verification that the district's threat assessment team and process complies with applicable law and regulations.
2. The number of threat assessment teams assigned in the district, and their composition.

3. The total number of threats assessed that year.
4. A summary of interactions with outside law enforcement agencies, juvenile probation and behavioral service providers.
5. An assessment of the district's threat assessment team(s) operation.
6. Recommendations for improvement of the district's threat assessment processes.
7. Any additional information required by the Superintendent or designee.

The annual threat assessment report shall be presented as part of the annual report to the Board by the School Safety and Security Coordinator on district safety and security practices.[\[1\]](#)[\[5\]](#)

The threat assessment team's information addressing verification of compliance with law and regulations, the number of threat assessment teams assigned in the district and their composition, the total number of threats assessed that year, and **additional** information required by the Superintendent or designee shall be included in the CSSEP's annual report on district safety and security practices that is submitted to the state's School Safety and Security Committee.[\[1\]](#)[\[5\]](#)[\[61\]](#)

Legal

1. 24 P.S. 1302-E
2. 24 P.S. 1301-E
3. Pol. 832
4. Pol. 236
5. Pol. 805.2
6. Pol. 805
7. Pol. 819
8. Pol. 103
9. Pol. 113.4
10. Pol. 207
11. Pol. 216
12. Pol. 146.1
13. 24 P.S. 1205.2
14. 24 P.S. 1205.5
15. 24 P.S. 1310-B
16. Pol. 333
17. Pol. 104
18. Pol. 105.1
19. Pol. 249
20. Pol. 805.1
21. 23 Pa. C.S.A. 6311
22. Pol. 806
23. Pol. 247
24. Pol. 252
25. Pol. 226
26. Pol. 103.1

27. Pol. 113
 28. Pol. 113.1
 29. Pol. 113.2
 30. Pol. 113.3
 31. Pol. 146
 32. Pol. 218
 33. Pol. 218.1
 34. Pol. 218.2
 35. Pol. 233
 36. Pol. 709
 37. 24 P.S. 1303-A
 38. 22 PA Code 10.2
 39. 35 P.S. 780-102
 40. 24 P.S. 1302.1-A
 41. 22 PA Code 10.21
 42. 22 PA Code 10.22
 43. 22 PA Code 10.25
 44. 20 U.S.C. 1232g
 45. 20 U.S.C. 1415
 46. 34 CFR Part 99
 47. 34 CFR Part 300
 48. 24 P.S. 1409
 49. Pol. 209
 50. Pol. 216.1
 51. 24 P.S. 1304-A
 52. 24 P.S. 1305-A
 53. 24 P.S. 1307-A
 54. 42 Pa. C.S.A. 6341
 55. Pol. 218.3
 56. 24 P.S. 1304-D
 57. 22 PA Code 12.12
 58. 42 Pa. C.S.A. 5945
 59. 42 Pa. C.S.A. 8337
 60. 42 CFR Part 2
 61. 24 P.S. 1309-B
 - 20 U.S.C. 1400 et seq
 - 35 P.S. 7601 et seq
 - Pol. 203.1
- PA Commission on Crime and Delinquency, School Safety and Security Committee
Model K-12 Threat Assessment Procedures and Guidelines

| | |
|--------------|---------------------|
| Book | Policy Manual |
| Section | 200 Pupils |
| Title | Student Recruitment |
| Code | 250 |
| Status | Draft |
| Adopted | August 25, 2003 |
| Last Revised | |

Authority

In accordance with law, the Board shall permit disclosure of required student information about secondary students to representatives of postsecondary institutions and to representatives of the Armed Forces of the United States.[\[1\]\[2\]\[4\]](#)

Equitable access to secondary students shall be granted to postsecondary education representatives, military recruiters, and prospective employers.

Guidelines

Postsecondary institutions and military recruiters shall have access to, upon request, secondary students' names, addresses, and telephone numbers, unless the person in parental relation (or a student who has reached 18 years of age) requests that such information not be released without prior written consent of a person in parental relation (or student, for a student who has reached 18 years of age).[\[2\]\[4\]](#)

The District shall annually notify persons in parental relations and students who have reached 18 years of age of the right to request that student information not be released to representatives of postsecondary institutions and/or military recruiters without prior written consent of the person in parental relation.[\[2\]\[3\]\[4\]](#)

The District shall provide a list, upon request, of graduating seniors, which shall be available to military recruiters by the first day of the academic year of graduation.[\[3\]](#)

Military Personnel

Military recruiters and all other members of the active and retired Armed Forces, including the National Guard and Reserves, shall be permitted to wear their official military uniforms while on District property.[\[5\]](#)

Delegation of Responsibility

The building principal shall determine under what conditions and when access to secondary students will be provided to representatives of postsecondary institutions, military recruiters, and prospective employers.

The building principal reserves the right to deny access to students when such access will materially and substantially interfere with the proper and orderly operation of the school.

The Superintendent or designee shall notify persons in parental relations about this Policy and the notice shall include:[\[3\]](#)

1. Notice that the school routinely discloses names, addresses, and telephone numbers of students to recruiters, subject to a person's in parental relation or secondary student's* request not to disclose such information without prior written consent.
2. Explanation of the right of the person in parental relation or secondary student* to request that information not be disclosed without prior written consent.
3. Procedures for how the person in parental relation or secondary student* can opt out of the public, nonconsensual disclosure of such information, and the method and timeline for doing so.

**applies to secondary students who have reached 18 years of age*

Legal

1. 51 P.S. 20221 et seq
 2. 20 U.S.C. 7908
 3. 51 P.S. 20222
 4. 10 U.S.C. 503
 5. 24 P.S. 2402 (Military Uniform)
- 22 PA Code 403.1

| | |
|--------------|-----------------------------------------------------------------------------------|
| Book | Policy Manual |
| Section | 200 Pupils |
| Title | Students Experiencing Homelessness, Foster Care and Other Educational Instability |
| Code | 251 |
| Status | Draft (PSBA 7/23) |
| Adopted | February 4, 2004 |
| Last Revised | |

Purpose

The Board recognizes the challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the immediate enrollment; eliminating barriers to the attendance, education and graduation; and providing additional supports in compliance with federal and state laws, regulations and Board policy, for such students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]](#)

Authority

The Board directs the district to collaborate with school staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that students experiencing educational instability have equal access to the same educational programs, activities and services provided to other district students.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

The Board authorizes the Superintendent to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment and attendance of students experiencing educational instability. Such waivers include, but are not limited to, requirements regarding:[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

1. Dress code.[\[9\]](#)
2. Transportation.[\[10\]](#)
3. School-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes.[\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]](#)
4. Fees related to school-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, school identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.[\[9\]\[13\]\[14\]\[15\]\[18\]\[19\]\[20\]\[21\]\[22\]](#)

5. Graduation.[19]
6. Registration deadlines.

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on their status as a student experiencing educational instability.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[4]

1. Homelessness.[1][3][7]
2. An adjudication of:[23][24]
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[25]

Enroll or Enrollment means attending classes and participating fully in school activities.[26]

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their update and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made.[25]

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[26]

1. Children and youths who are:

- a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
 4. Migratory children who qualify as homeless because they are living in circumstances described above; and
 5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- The school of origin for a *homeless child or youth* - the last school in which the homeless child or youth was enrolled when permanently housed or the school in which the homeless child or youth was last enrolled, including preschool. [\[27\]](#)
- The school of origin for a *child in foster care* - the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin is the school the child is attending immediately prior to each change in placement. [\[8\]](#)
- When the homeless child or youth, or child in foster care, completes the final grade level served by the school of origin, the school of origin shall become the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a person in parental relation. This includes youth who have run away from home; been abandoned or forced out of home by a person in parental relation other caretaker; or separated from a person in parental relation for any other reason. [\[26\]](#)

Delegation of Responsibility

The Board designates the Home and School Visitor to serve as the district's point of contact for students experiencing educational instability. [\[4\]](#)[\[5\]](#)[\[27\]](#)

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[\[4\]](#)

The district's point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[\[4\]](#)[\[5\]](#)[\[27\]](#)

1. Local children and youth agency to:
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.
2. Other local service agencies and entities that provide services to students experiencing educational instability.
3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[\[11\]](#)[\[28\]](#)
5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school counselor, school social worker, home and school visitor or school psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[\[4\]](#)

1. Facilitate the student's expedited consultation with the school counselor or other mental health professionals, as appropriate.
2. Facilitate the prompt placement of the student in appropriate courses.
3. Connect the student with educational services that meet the student's specific needs.
4. Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.

5. Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.

Additional Responsibilities to Support Homeless Students -

The district's point of contact shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by persons in parental relations of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the persons in parental relations of homeless children and youths, and unaccompanied youths. [\[27\]](#)

The district's point of contact shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations. [\[27\]](#)

Training

The district's point of contact shall provide professional development and training to school staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's point of contact shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program. [\[27\]](#)

The district's point of contact shall arrange professional development programs for school staff, including office staff. [\[27\]](#)

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to: [\[27\]](#)

1. Improve identification of homeless children and youths and unaccompanied youths;
2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[4]

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Persons in parental relations and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other school staff who have a legitimate need to know unless authorized by the student or person in parental relation.[29][30]

Enrollment

Except when an unaccompanied youth or the person in parental relation of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[5][27]

In accordance with the homeless child's or youth's best interest, the district shall continue to enroll a homeless student in the student's school of origin within the district while the student remains homeless and through the end of the academic year in which the student obtains permanent housing.[27]

An unaccompanied youth or the persons in parental relations of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[27]

The district's point of contact shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where the student will be enrolled.[27]

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders and established local procedures.

In making a best interest determination, the district shall:[5][27]

1. In the case of a homeless child or unaccompanied youth, give priority to the request of the person in parental relation or unaccompanied youth.

2. Consider student-centered factors related to impact of mobility on achievement, education, appropriateness of the current educational setting, health and safety, and proximity to living arrangements including foster care placement.

The cost of transportation shall not be used as a factor in the best interest determination.

Documentation related to the best interest determination shall be maintained in the student's education record.[29][30]

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, the school shall immediately enroll the student and begin instruction, even if:[4][5][7][29][30][31][32][33][34][35]

1. The student is unable to produce records normally required for enrollment.[27][31]
2. The application or enrollment deadline has passed.[27][31][32]

The district's point of contact shall immediately contact the school last attended by the student to obtain relevant academic or other records.[27]

The district may require a person in parental relation to submit contact information.

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district may administer tests or utilize appropriate means to determine the student's assignment within the school.[36]

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below.[37]

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal.[27]

If a dispute arises over eligibility, enrollment or school selection:[27]

1. The person in parental relation or unaccompanied youth shall be referred to the district's point of contact, who shall assist in the dispute resolution process.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's point of contact shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute.[\[2\]](#)

Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the school year without payment of tuition.
[\[38\]](#)

Education Records

Information about a student's educational instability shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[\[29\]](#)[\[30\]](#)[\[39\]](#)

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[\[29\]](#)[\[30\]](#)[\[39\]](#)

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

Comparable Services

Students experiencing educational instability shall be provided services comparable to those offered to other district students including, but not limited to:[\[3\]](#)[\[27\]](#)[\[40\]](#)

1. Transportation services.[\[10\]](#)
2. School nutrition programs.[\[21\]](#)
3. Career and technical education.[\[12\]](#)
4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs.[\[41\]](#)
 - b. Programs for English Learners.[\[42\]](#)
 - c. Programs for students with disabilities.[\[11\]](#)
 - d. Programs for gifted and talented students.[\[16\]](#)

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[\[3\]](#)[\[10\]](#)[\[27\]](#)

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[\[27\]](#)

Transportation for Students in Foster Care -

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[\[6\]](#)[\[10\]](#)

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[\[6\]](#)

The transportation plan shall address the following:[\[6\]](#)

1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[\[8\]](#)
2. How transportation costs will be covered if additional costs are incurred. Options include:

- a. The local children and youth agency agrees to reimburse the district;
 - b. The district agrees to pay for the cost;[\[6\]](#)
 - c. The district and the local children and youth agency agree to share the costs; or
 - d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process.

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include:[\[4\]](#)[\[5\]](#)[\[6\]](#)

1. Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or partial credit assigned, may be determined through any of the following:[\[4\]](#)[\[19\]](#)
 - a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.

2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply:[\[4\]\[43\]](#)

1. All other graduation options have been exhausted.
2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education.[\[4\]\[43\]](#)

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP, **in accordance with applicable law, regulations, Board policy, administrative regulations and state guidance.**[\[11\]\[19\]](#)

Legal

1. 22 PA Code 11.18
2. 24 P.S. 1305
3. 24 P.S. 1306
4. 24 P.S. 1331.1
5. 20 U.S.C. 6311
6. 20 U.S.C. 6312
7. 42 U.S.C. 11431 et seq
8. 42 U.S.C. 675
9. Pol. 221
10. Pol. 810

11. Pol. 113
12. Pol. 115
13. Pol. 121
14. Pol. 122
15. Pol. 123
16. Pol. 114
17. Pol. 231
18. Pol. 124
19. Pol. 217
20. Pol. 223
21. Pol. 808
22. Pol. 110
23. 23 Pa. C.S.A. 6301 et seq
24. 42 Pa. C.S.A. 6301 et seq
25. 45 CFR 1355.20
26. 42 U.S.C. 11434a
27. 42 U.S.C. 11432
28. Pol. 103.1
29. Pol. 113.4
30. Pol. 216
31. Pol. 200
32. Pol. 201
33. Pol. 203
34. Pol. 204
35. Pol. 209
36. Pol. 206
37. Pol. 906
38. Pol. 202
39. 20 U.S.C. 1232g
40. Pol. 146
41. Pol. 918
42. Pol. 138
43. 24 P.S. 121
- 20 U.S.C. 6301 et seq
- 22 PA Code 403.1
- 34 CFR Part 99
- 67 Fed. Reg. 10698
- PA Education for Homeless Children and Youth State Plan
- Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students Experiencing Education Instability
- Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide

| | |
|--------------|-------------------------------|
| Book | Policy Manual |
| Section | 800 Operations |
| Title | Electronic Signatures/Records |
| Code | 800.1 |
| Status | Draft (PSBA 4/21) |
| Adopted | |
| Last Revised | |

Authority

Under certain conditions, electronic records and signatures satisfy the requirements of a manual record and/or signature when transacting business. The Board recognizes that the effectiveness of electronic records and signatures depends upon the authenticity and reliability of the signatures and the context in which the electronic records are created, transferred and stored. Therefore, the Board adopts this policy to allow for the use of and acceptance of electronic records and signatures and to establish the guidelines under which electronic signatures may be utilized by the district.[\[1\]](#)

Authority

The Board authorizes the use of electronic signatures in place of manual signatures to conduct district business unless a manual signature is required by law or regulations. Electronic signatures shall have the full force and effect of a manual signature when used in accordance with this policy and applicable law and regulations.[\[1\]](#)

Electronic records filed with or issued by the district shall have the full force and effect of paper records when the requirements of this policy and applicable law and regulations are satisfied.[\[2\]](#)[\[3\]](#)[\[4\]](#)

This policy applies to the use of electronic records and signatures when permitted or required in connection with district programs and operations.

Definitions

Electronic record – any record created, generated, sent, communicated, received, or stored by electronic means.[\[4\]](#)[\[5\]](#)[\[6\]](#)

Electronic signature – an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. More simply, it is a paperless means of committing to a contract or other document in a manner that indicates the signer’s intent to bind themselves and/or the district.[\[5\]](#)[\[6\]](#)

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to direct staff on the parameters for authorized use of electronic signatures related to district programs and operations.

Guidelines

Electronic Recordkeeping

The maintenance of electronic records and signatures by the district shall comply with the electronic recordkeeping requirements of state and federal laws and regulations and the district's Records Management Plan.[4][7]

Electronic records created or received by the district shall be appropriately attributed to the individual(s) responsible for their creation, authorization and/or approval.

The district may specify the type of electronic signature required on an electronic record, the manner and format in which the electronic signature must be affixed to the electronic record, and the criteria that must be met when an individual uses a third party to file a document if electronic records must be signed by electronic means.[8]

The district shall implement and maintain electronic recordkeeping systems to securely receive, store, and reproduce electronic records and signatures relating to transactions in their original form.[6][9][10]

Such a system shall allow the district to implement:

1. A security procedure for the purposes of verifying that an electronic signature is that of a specific person or for detecting changes or errors in the information in an electronic record.
2. Appropriate control processes and procedures to ensure adequate preservation, disposition, integrity, security, confidentiality and auditability of electronic records.[8]
3. A consistent manner and format in which the electronic records must be created, generated, sent, communicated, received and stored.[8]

Electronic Signatures

An electronic signature may be used if the law requires a signature unless there is a specific law, regulation, or order that requires records to be manually signed. The issuance and/or acceptance of an electronic signature by the district shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws and regulations. Such electronic signature shall have the full force and effect of a manual signature only if the electronic signature satisfies all of the following requirements:[1][2][11][12]

1. The signing employee is authorized to manually sign the document on behalf of the district.
2. The electronic signature identifies the individual signing the document by their name and position.

3. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail.
4. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been applied.
5. The electronic signature conforms to all other provisions of this policy.

The district shall maintain a secure log of each employee authorized to utilize an electronic signature in connection with district business.[4]

This policy does not require a specific method for executing an electronic signature. The employee signing a particular document is responsible for verifying that the method chosen is appropriate for the nature of the transaction. Employees must consider confidentiality, authentication of signatures, and verification that the document signed is, in all respects, identical to the one to which the signer intends to bind the district.

Any electronic signature that appears to be forged, altered, or otherwise not authentic, or that is not compliant with law or regulation, this policy or related administrative regulation, is not a valid signature. Should an electronic signature be deemed invalid, the Superintendent or designee may require a manual signature.

All other policies that apply to the execution of contracts or other documents on behalf of the district remain in full force and effect.

Legal

1. 73 P.S. 2260.101 et seq
2. 15 U.S.C. 7001 et seq
3. 73 P.S. 2260.301 et seq
4. Pol. 800
5. 15 U.S.C. 7006
6. 73 P.S. 2260.103
7. Pol. 815
8. 73 P.S. 2260.502
9. 73 P.S. 2260.305
10. 73 P.S. 2260.306
11. 21 P.S. 483.1 et seq
12. Pol. 716

RESOLUTION – 2023 -- 05
SPRING-FORD AREA SCHOOL DISTRICT
MONTGOMERY AND CHESTER COUNTIES, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF BONDS IN THE AMOUNT OF UP TO FOURTEEN MILLION DOLLARS (\$14,000,000); PROVIDING FOR THE DATES, MAXIMUM INTEREST RATES, 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, furnishing, and financing of renovations to Spring City Elementary School, (2) the planning, designing, constructing, equipping, furnishing and financing of capital improvements to other school facilities within the School District, and (3) paying the costs and expenses related to the issuance of the Bonds (collectively, 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 costs and expenses of issuing the Bonds (as hereinafter defined); and

WHEREAS, the School District has determined to establish certain parameters under which it will accept a proposal (the “Proposal”) 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 Stifel, Nicolaus & Company, Incorporated (the “Purchaser”) and desires to authorize the acceptance of such Proposal and authorize the issuance of its Bonds in one or more series 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 Board of Directors has determined to and desires to accept the Proposal, which Proposal will be supplemented by the Purchaser’s Addendum (hereinafter defined) thereto,

and to incur non-electoral debt to be evidenced by one or more series (or subseries) of the Bonds pursuant to the provisions of the Act; and

WHEREAS, the School District desires to authorize the issuance of its General Obligation Bonds, in one or more series, in the aggregate principal amount of up to FOURTEEN MILLION DOLLARS (\$14,000,000) 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 of the Purchaser for the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the School District (the "Board of 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 FOURTEEN MILLION DOLLARS (\$14,000,000) in aggregate principal amount; (b) the Bonds shall not mature later than the dates set forth on Schedule "A" attached hereto and made part hereof (or such other dates within the same fiscal year as determined by the School District); (c) the purchase price for the Bonds shall not be less than 95.0% nor more than 125.0% 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, for each series of the Bonds, shall be delivered to the Secretary of this School District and shall be affixed to and shall become part of this Resolution. Upon a determination 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 each series 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 each such series of the Bonds, and shall present such final terms to the Chief Financial Officer of the School District. The Chief Financial Officer 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 Chief Financial Officer 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 applicable series 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 applicable series 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 FOURTEEN MILLION DOLLARS (\$14,000,000) 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 projects comprising the 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 projects as approved by the Chief Financial Officer. It is hereby determined and declared that the average estimated useful life of the components of the capital projects is not less than thirty-nine (39) 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) The School District reserves the right to undertake the individual components of the capital projects in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the components of the capital projects in such amounts and order of priority as it shall determine, but the proceeds of the Bonds shall be used solely to pay the “costs”, as defined in the Act, of the Project, or, upon appropriate amendments to this Resolution, to pay the costs of other projects for which the School District is authorized to incur indebtedness. The School District hereby further reserves the right to modify the scope of the capital projects by deleting, adding or modifying components.

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

SECTION 4. Non-Electoral Debt. 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 taken 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 one or more series in the aggregate principal amount of not more than \$14,000,000, shall be dated such dates as shall be determined in accordance with the final terms of the Bonds (each, a “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 June 30, 2037 (or such other dates determined by the School District within the same fiscal year). 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 Depository. U.S. Bank Trust Company, National Association, Philadelphia, Pennsylvania, is hereby appointed to serve as paying agent, bond registrar and sinking fund depository (the “Paying Agent”) for the Bonds and the President and Secretary of the Board of 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 each series 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 series of the 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 applicable series of 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 applicable series of 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.

SECTION 9. Covenant to Pay Bonds. 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 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 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 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.

SECTION 14. Redemption Provisions. 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.

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

SECTION 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 “Tax Compliance Agreement”) 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 each series of the Bonds in accordance with such Section 1 are hereby authorized to approve the Preliminary Official Statement for each applicable series of 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 each series 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 each series of the Bonds, shall be prepared and delivered to the Purchaser within seven (7) business days from the date of the applicable 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 any series 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 each series 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 each series of the Bonds.

SECTION 21. Qualified Tax-Exempt Obligations. The School District may (if applicable) designate all or any portion of the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code. In the event of such designation, as confirmed by the Chief Financial Officer, the School District hereby authorizes the proper officers of the School District to execute a certificate to that effect at the time of 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.

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

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

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

[signature page follows]

ADOPTED by the Board of School Directors of the Spring-Ford Area School District
this ____ day of October, 2023.

SPRING-FORD AREA SCHOOL DISTRICT
Montgomery and Chester Counties

Attest: _____ By: _____
Laurie J. Bickert Dr. Margaret Wright
Board Secretary Board Vice President

SCHEDULE "A"

BOND INTEREST RATES & MATURITY SCHEDULE

| Period Ending | Principal | Coupon | Interest | Debt Service |
|--------------------------|------------------|---------------|-----------------|---------------------|
| 06/30/2024 | 20,000 | 6.000% | 256,666.67 | 276,666.67 |
| 06/30/2025 | 20,000 | 6.000% | 838,800.00 | 858,800.00 |
| 06/30/2026 | 830,000 | 6.000% | 837,600.00 | 1,667,600.00 |
| 06/30/2027 | 875,000 | 6.000% | 787,800.00 | 1,662,800.00 |
| 06/30/2028 | 930,000 | 6.000% | 735,300.00 | 1,665,300.00 |
| 06/30/2029 | 985,000 | 6.000% | 679,500.00 | 1,664,500.00 |
| 06/30/2030 | 1,045,000 | 6.000% | 620,400.00 | 1,665,400.00 |
| 06/30/2031 | 1,105,000 | 6.000% | 557,700.00 | 1,662,700.00 |
| 06/30/2032 | 1,175,000 | 6.000% | 491,400.00 | 1,666,400.00 |
| 06/30/2033 | 1,245,000 | 6.000% | 420,900.00 | 1,665,900.00 |
| 06/30/2034 | 1,320,000 | 6.000% | 346,200.00 | 1,666,200.00 |
| 06/30/2035 | 1,400,000 | 6.000% | 267,000.00 | 1,667,000.00 |
| 06/30/2036 | 1,480,000 | 6.000% | 183,000.00 | 1,663,000.00 |
| 06/30/2037 | 1,570,000 | 6.000% | 94,200.00 | 1,664,200.00 |
| | 14,000,000 | | 7,116,466.67 | 21,116,466.67 |

SCHEDULE "B"
FORM OF BONDS

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
 _____ COUNTY, PENNSYLVANIA
 _____ GENERAL OBLIGATION BONDS
 SERIES 20 _____

| INTEREST RATE | MATURITY DATE | DATED DATE OF SERIES | CUSIP |
|---------------|---------------|-------------------------|-------|
| _____ % | _____ | _____ | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

_____ SCHOOL DISTRICT, _____ County, Commonwealth of Pennsylvania, (the “School District”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above, unless this Bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal sum shown above and to pay interest thereon calculated on the basis of a year of 360 days comprised of (12) twelve (30) thirty-day months, at the annual rate specified above from the interest payment date next preceding the date of registration and authentication of the Bond, unless: (a) such Bond is registered and authenticated as of an interest payment date, in which event such Bond shall bear interest from said interest payment date, or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such Bond shall bear interest from such interest payment date, or (c) such Bond is registered and authenticated on or prior to the Record Date preceding the first payment date of _____, in which event such Bond shall bear interest from _____, or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bonds shall bear interest from the date to which interest was last paid on such Bond. Interest shall be paid initially on _____ and thereafter, semi-annually on _____ and _____ of each year, until the principal sum is paid. The principal or redemption price of and interest on this Bond may be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public or private debts.

The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of _____ Bank, _____, Pennsylvania, as Paying Agent (the "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]

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

SCHOOL DISTRICT

Attest: _____

By: _____

Secretary, Board of School Directors

President, Board of School Directors

(SEAL)

OPTIONAL REDEMPTION

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

MANDATORY REDEMPTION

[if mandatory redemption]

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

Bonds stated to mature _____:

| | |
|-------|--------------|
| 20__ | \$ 00,000.00 |
| 20__ | \$ 00,000.00 |
| 20__ | \$ 00,000.00 |
| 20__* | \$000,000.00 |

*final maturity

MANDATORY REDEMPTION

[if no mandatory redemption]

The Bonds are not subject to mandatory redemption.

NOTICE OF REDEMPTION

Notice of any redemption shall be given by depositing a copy of the redemption notice by first class mail, postage prepaid, not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption addressed to each of the registered owners of Bonds to be redeemed, in whole or in part, at the addresses shown on the registration books maintained by the Paying Agent. Such notice shall also be mailed to the registered owners of the Bonds and shall be posted on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board (EMMA). Such notice shall be given in the name of the School District, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amount thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and that

from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption. Failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

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

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

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

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

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

This Bond is registered as to both principal and interest on the registration books to be kept for that purpose at the principal office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This Bond is transferable or exchangeable by the registered owner thereof upon surrender of the Bond to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond in the registration books, or his/her attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of Bonds in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and interest rate for its aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The School District and the 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.

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AUTHENTICATION CERTIFICATE

This Bond is one of the _____ School District's General Obligation Bonds, Series _____ described in the within mentioned Resolution. Printed on the reverse hereof is the complete text of the opinion of Fox Rothschild LLP, 980 Jolly Road, Suite 110, Blue Bell, Pennsylvania, Bond Counsel to the _____ School District, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the Bonds.

Paying Agent

BY: _____
Authorized Signature

Date of Authentication: _____

(FORM OF ASSIGNMENT)

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____, # _____ (please insert social security or taxpayer-identification number) the within Bond issued by the _____ and all rights thereunder, hereby irrevocably appointing _____ Attorney to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

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

(FORM OF ABBREVIATIONS)

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

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

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

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

[STATEMENT OF INSURANCE]

PURCHASER'S PROPOSAL

BOND PURCHASE PROPOSAL

For

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

\$14,000,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series A of 2023

October 23, 2023

Stifel, Nicolaus & Company, Incorporated

BOND PURCHASE PROPOSAL

October 23, 2023

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

\$14,000,000 Maximum Aggregate Principal Amount

General Obligation Bonds, Series A of 2023

Spring-Ford Area School District
857 South Lewis Road
Royersford, PA 19468-2732

Dear President Hermans and Members of the Board of School Directors:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting on its own behalf, acting not as fiduciary, advisor or agent to you, hereby offers to enter into this Bond Purchase Proposal (the “Proposal”) with Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the “School District”) which, upon the School District’s written acceptance of this offer, will be legally binding upon the School District and upon the Underwriter. This offer is made subject to the School District’s written acceptance of this Proposal on or before 11:59 p.m. prevailing eastern time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the School District at any time prior to the acceptance hereof by the School District.

Capitalized terms and phrases used in this Proposal shall have the meanings ascribed thereto in the further provisions of this Proposal or, if not defined in this Proposal, in the Resolution to which reference is hereinafter made.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

1. Purchase and Sale of the Bonds

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the School District for offering to the public, and the School District hereby agrees to sell and deliver to the Underwriter for such purpose, all, but not less than all, of the School District's General Obligation Bonds, Series A of 2023 (the "Bonds"). The Bonds may be issued in multiple series bearing separate designations, so long as the aggregate principal amount of any such series does not exceed \$14,000,000. The Bonds are to be issued for the purposes of providing funds for certain projects of the School District which include (i) a portion of the School District's capital budget including, but not limited to, the acquisition, construction, renovation and capital improvements to, and the acquisition and installation of equipment for, various School District facilities and infrastructure, and (ii) issuing the Bonds. (all the foregoing, collectively, the "Project"). The Bonds shall have such other terms and conditions as are set forth in the Resolution and the Addendum (each as hereinafter defined), including the various schedules attached thereto (the "Schedules"), any of which may be amended only by mutual written agreement of the School District and the Underwriter, and as will be described in the Preliminary Official Statement and in the Official Statement (each as hereinafter defined).

The Bonds shall be described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Resolution (defined below) and the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania (the "Act").

The final aggregate principal amount of the Bonds, the final annual principal maturities or mandatory sinking fund payment amounts with respect to the Bonds, and the final annual interest rates per each maturity of the Bonds shall be set forth in the Addendum for such series and shall not exceed the respective annual principal amounts and rate(s) nor the aggregate principal amounts set forth in Schedule I attached hereto (as hereinafter defined).

The purchase price for the Bonds, including underwriting discount and net original issue discount or net original issue premium, if any, shall be negotiated and set forth in one or more written addenda to this Proposal (each an "Addendum") for such series to be executed by both parties prior to the Closing Date (as hereinafter defined) for such series. The net purchase price for the Bonds, including the Underwriter's discount and net original issue discount or premium, shall not be less than 95.0% nor more than 125.0% of the aggregate principal amount of the Bonds to be issued and delivered by the School District, plus accrued interest, if any, on the Bonds from the dated date of the Bonds to the Closing Date. The Bonds shall be subject to optional redemption and mandatory sinking fund redemption prior to maturity as described in the Addendum. The final interest rates, initial offering prices and yields to maturity, 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 Resolution and this Proposal, also shall be set forth in the Addendum. The Bonds will be issued and delivered by the School District on the Closing Date (as hereinafter defined) and the Underwriter shall, at the time of Closing (hereinafter defined),

pay, in immediately available funds, the purchase price for the Bonds to be issued as 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.

The School District acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Proposal and the Addendum, in an arm's length commercial transaction between the School District and the Underwriter, for resale to investors, and the Underwriter has financial and other interests that differ from those of the School District, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the School District and has not assumed an advisory or fiduciary responsibility to the School District 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 is currently providing other services to the School District on other matters), (iii) the only obligations the Underwriter has to the School District with respect to the transaction contemplated hereby are expressly as set forth in this Proposal and the Addendum, and (iv) the School District has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate. The School District acknowledges that it has received a letter dated March 1, 2023 from the Underwriter that provides certain disclosures required by the MSRB Rule G-17.

The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial offering prices set forth on the inside cover page of the Official Statement and execute one or more Issue Price Certificates, as required for such series, in substantially the form attached hereto and marked "Appendix A" with any such modifications as acceptable to Bond Counsel, and the Underwriter, verifying such bona fide public offering and establishing the "issue price" of the Bonds as of the date of the Addendum. Thereafter, such offering prices may be changed without notice from time to time by the Underwriter.

2. The Bonds

The School District shall prepare or cause to have prepared a Preliminary Official Statement containing appropriate descriptions of the School District, the Bonds and other material information with respect to the School District and the Bonds (the "Preliminary Official Statement") prior to the marketing and public offering of the Bonds. The School District also shall prepare or cause to be prepared a final Official Statement, with such amendments and supplements to a date not more than seven (7) business days after the Addendum has been signed by both parties, but not later than the Closing Date, or otherwise as may be mutually agreed to by the School District and the Underwriter (the "Official Statement").

The Bonds shall be described in the Schedules and the Official Statement and shall be authorized, issued and secured pursuant to a resolution adopted by the School District on October 23, 2023 (the "Resolution"). The Resolution, this Proposal and the Addendum shall comply with the provisions of the Act. The paying agent for the Bonds is U.S. Bank Trust

Company, National Association, or such other bank or bank and trust company selected by the School District which is authorized to do business in the Commonwealth of Pennsylvania (the “Paying Agent”).

3. Use of Documents; Certain Covenants and Agreements of the School District

(a) The School District hereby authorizes the use by the Underwriter of the Resolution, the Preliminary Official Statement and the Official Statement, including any supplements or amendments thereto, and the information therein contained in connection with the public offering and sale of the Bonds.

(b) The School District covenants and agrees:

- (i) To cause to be made available to the Underwriter such reasonable quantities of the Preliminary Official Statement as the Underwriter may request for use in connection with the offering and sale of the Bonds and to cause copies of the final Official Statement to be delivered to the Underwriter in sufficient quantity and in such format as may reasonably be requested by the Underwriter in order to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the terms of the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board (“MSRB”), to the extent applicable and appropriate, without charge, not less than fifteen (15) days prior to the Closing Date, and in any event in sufficient time to accompany any confirmation requesting payment for Bonds from any customers of the Underwriter;
- (ii) To notify the Underwriter in writing of any event which occurs prior to the Closing Date or within twenty-five (25) days following the Closing Date that may cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, and if, in the opinion of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, to prepare and furnish promptly and at its own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of appropriate amendments or supplements to the Official Statement, as requested by the Underwriter, in form and content satisfactory to the Underwriter so that the statements in the Official Statement as so amended and supplemented will not be misleading or so that the Official Statement will comply with applicable law;
- (iii) To advise the Underwriter immediately of receipt by the School District of any written notification with respect to (A) the suspension of the qualification

of the Bonds for sale in any jurisdiction or (B) the initiation or threat of any proceeding for that purpose;

- (iv) To notify the Underwriter in writing of any event that constitutes or may constitute a Change in Law (as herein defined) or casts doubt upon, or questions the ability of the School District to issue or deliver the Bonds on the Closing Date as provided in this Proposal, promptly upon the School District becoming aware of such event and the Underwriter hereby agrees to notify the School District in writing of any event that constitutes or may constitute a Change in Law (as herein defined) in the same manner as imposed upon the School District in this clause (iv);
- (v) If any event occurs prior to Closing that would cause the Official Statement, as of the Closing Date, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, to deliver to the Underwriter promptly following the occurrence of such event a written notice thereof and setting forth all information necessary to ensure that the Official Statement can be amended or supplemented in a manner that will permit the School District to make and deliver the certification required by Section 6(f)(iii) below on and as of the Closing Date. If it is necessary to amend or supplement the Official Statement to permit the delivery of such certification, the Issuer shall cooperate in amending or supplementing the Official Statement to permit such certification on the Closing Date;
- (vi) To notify the Underwriter of the proposed issuance of any other bonds or notes or the incurrence of any other indebtedness of the School District prior to, the Closing Date;
- (vii) To obtain, and maintain in full force and effect, all consents of any governmental or regulatory authority that are required to be obtained by it with respect to this Proposal and the authorization, sale, issuance, execution or delivery of the Bonds or the execution and delivery of any other agreements or documents contemplated by the Resolution, this Proposal, the Addendum or the Official Statement to be executed and delivered by or on behalf of the School District in connection with the authorization, sale, issuance and delivery of the Bonds, and shall use reasonable efforts to obtain any that may become necessary in the future; and
- (viii) To comply in all material respects with all applicable laws and orders to which it may be subject if failure to comply would impair its ability to perform its obligations under this Proposal, the accepted Addendum, the Bonds or the School District Documents (hereinafter defined).

4. Representations and Warranties of the School District

The School District hereby represents and warrants to the Underwriter, which representations and warranties shall survive the purchase and offering of the Bonds, as follows:

- (a) The information contained in the Preliminary Official Statement as of its date, and the information contained in the final Official Statement as of its date and as of the Closing Date, are and will be true and correct in all material respects, and the Preliminary Official Statement as of its date, and the Official Statement as of its date and as of the Closing Date, does not and will not contain any untrue or misleading statement of a material fact or omit to state a material fact necessary to make the statements therein contained, in light of the circumstances under which they were made, not misleading (however, the School District makes no representation regarding the information therein related to The Depository Trust Company or any Insurer or Bond Insurance Policy).
- (b) The School District, pursuant to the Act, is a local government unit of the Commonwealth of Pennsylvania, duly existing under the laws thereof and, as such, has the power to issue the Bonds for the purposes described in the Resolution, this Proposal, the accepted Addendum, the Bonds, the Preliminary Official Statement and the Official Statement.
- (c) As of the Closing Date, the School District has duly authorized and has taken all necessary action for: (a) the adoption of the Resolution, (b) the issuance and sale of the Bonds upon the terms set forth herein and in the Resolution, the accepted Addendum and the Official Statement, and (c) the approval, execution and delivery or receipt, as appropriate, by it of the Bonds, the Official Statement, this Proposal, the accepted Addendum, the tax compliance agreement or certificate to be executed by the School District simultaneously with the issuance of the Bonds, if applicable for such series (the "Tax Certificate"), the continuing disclosure agreement or certificate to be executed by the School District simultaneously with the issuance of the Bonds (the "Continuing Disclosure Agreement"), the Resolution, and all other documents defined in this Proposal and in the Addendum in connection with the issuance of the Bonds as may be required to be executed and delivered or received by the School District in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (collectively, including the Bonds, the "School District Documents").
- (d) The Bonds, when issued, delivered and paid for, as provided herein and in the School District Documents, will have been duly authorized and issued and will constitute legal, valid and binding general obligations of the School District entitled to the benefits and security of the Resolution and will be enforceable in accordance with their terms, except to the extent that the enforcement of remedies contained therein may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally.

- (e) The execution and delivery by the School District of the School District Documents do not, and compliance with the provisions thereof will not, conflict with or constitute on the part of the School District a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the School District is or may be bound.
- (f) The School District has complied with, and as of the Closing will be in compliance with, the Act in all material respects.
- (g) As of the time of Closing, the School District Documents will have been duly executed and delivered by the School District and will constitute legal, valid, and binding obligations of the School District (except as enforcement may be limited by bankruptcy or similar laws, to general principles of equity and to the exercise of judicial discretion), and the Official Statement will have been duly executed and delivered by the School District.
- (h) All approvals and consents of any governmental authority, board, agency or commission including without limitation the Pennsylvania Department of Community and Economic Development (the “Department”), to the extent required as a condition precedent to the issuance of the Bonds or performance by the School District of its obligations under the Act or the Resolution, will have been obtained prior to the Closing.
- (i) The School District has disclosed to the Underwriter and in the Preliminary Official Statement as of its date, and as of the Closing Date will have disclosed to the Underwriter and in the Official Statement, all material information about the School District and the application of the proceeds of the Bonds.
- (j) The School District as of the date hereof is not, and upon issuance and delivery of the Bonds will not be, in breach of or in default under any agreement or other instrument to which the School District is a party or by or to which it or its revenues, properties, assets or operations are bound or subject, except breaches or defaults that are not material to the legal or financial standing of the School District or the transactions contemplated hereby and by the Resolution, the Official Statement and the Bonds; and as of the date hereof no event has occurred and is continuing and upon issuance and delivery of the Bonds no event will have occurred and be continuing, that, with the passage of time or the giving of notice, or both, constitutes or will constitute any such breach or default.
- (k) Except as specifically set forth in the Preliminary Official Statement, as of its date, and, except as specifically set forth in the Official Statement, as of its date and as of the time of Closing, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is or will be pending or, to the best knowledge of the School District, threatened (i) that reasonably might result in material liability on the part of the School District or materially and adversely affect the Project; or (ii) wherein an adverse decision, ruling or finding might adversely affect (A) the

transactions contemplated by this Proposal, the Addendum, the Resolution or, as applicable, the Official Statement, (B) the validity or enforceability of any agreement or instrument to which the School District is a party and which is used or is contemplated for use in the consummation of the transactions contemplated hereby and by the Resolution, the Official Statement, as applicable, and the Bonds or (C) the issuance of the Bonds.

- (l) Since June 30, 2022, or other such date provided for in Addendum for such additional series, no material adverse change has occurred in the financial position of the School District or in its results of operations, except as may be set forth in the Official Statement, nor has the School District, since such date, incurred any material liabilities other than in the ordinary course of business or as may be set forth or contemplated in the Official Statement.
- (m) The School District will not take or omit to take any action within its control which in any way will cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Resolution or as will be described in the Official Statement.
- (n) The School District will not take or omit to take any action within its control, which action or omission might in any way cause the interest on the Bonds to be includable in gross income of the holders thereof for federal income tax purposes, as applicable for such series.
- (o) Except as disclosed in the Preliminary Official Statement and as to be disclosed in the Official Statement, the School District has not failed during the previous five (5) years to comply in all material respects with any previous undertakings in a written continuing disclosure undertaking under Rule 15c2-12.

5. Closing

- (a) At approximately 10:00 a.m., prevailing Eastern Time, on such date following the execution of the Addendum as shall have been mutually agreed upon by the School District and the Underwriter in, or in accordance with, the Addendum (the “Closing Date”), the School District will, subject to the terms and conditions hereof, cause the Bonds to be delivered to the Underwriter as further set forth in subparagraph (b) below, together with the School District Documents, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds, or in other immediately available funds, by wire transfer to the Paying Agent for the account of the School District (payment for the Bonds and the mutual delivery of the Bonds and the other documents, certificates and opinions required by this Proposal to be made on the Closing Date is herein referred to as the “Closing”).

- (b) Delivery of the Bonds shall be made to the Underwriter through the book-entry system of The Depository Trust Company (“DTC”), New York, New York. The Bonds shall be issued and delivered to DTC or its agent in fully registered form, without coupons, and shall bear assigned CUSIP numbers. One Bond (or such number of Bonds as may then be required by DTC in accordance with its operational guidelines and procedures) shall be issued for each maturity of the Bonds and shall be registered in the name of CEDE & CO. or such other nominee of DTC as DTC shall require. Upon the Underwriter’s prior written request, the Bonds shall be made available for inspection by the Underwriter at least one business day before the Closing Date. Nothing in this subsection (b) shall prohibit the School District or the Underwriter from using some other method for delivery of the Bonds, including DTC’s “FAST” System.
- (c) Delivery of all other documents required to be delivered to the Underwriter as of the Closing Date shall be made at the offices of Bond Counsel (as defined herein) or at such other place or by such other means as shall have been mutually agreed upon by the School District and the Underwriter.

6. Closing Conditions

The Underwriter has entered into this Proposal in reliance upon the representations, warranties and agreements of the School District contained herein, and will be in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the School District of all its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Proposal to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the School District of all its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

- (a) The representations and warranties of the School District contained herein shall be true and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date.
- (b) At the time of the Closing, this Proposal, the Addendum and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter and the School District.
- (c) At the time of the Closing, all official action of the School District relating to this Proposal, the Bonds and the Resolution shall be in full force and effect and shall not

have been amended, modified or supplemented; and the Underwriter shall have received, in appropriate form, evidence thereof.

- (d) If applicable, the School District shall designate the Bonds as “qualified tax-exempt obligations” as described in Section 265(b)(3) of the Code.
- (e) The Bond Insurance Policy, if applicable, shall have been delivered to the Paying Agent.
- (f) The issuance of the Bonds and the incurring of the related nonelectoral indebtedness by the School District shall have been approved by the Department in accordance with the Act, and, the Underwriter shall be provided with evidence of such approval.
- (g) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
 - (i) The Official Statement, and each supplement or amendment, if any, thereto, executed on behalf of the School District;
 - (ii) The Resolution, certified by an appropriate officer of the School District as having been duly adopted by the Board of School Directors of the School District and as being in full force and effect at the time of the Closing, with only such supplements or amendments as may have been agreed to by the Underwriter;
 - (iii) A certificate, dated the Closing Date, of an appropriate officer of the School District, in form and substance satisfactory to the Underwriter and Bond Counsel stating, among other things, that the information relating to the School District contained in the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing Date is true and correct in all material respects and the Preliminary Official Statement as of its date and the Official Statement as of its date did not, and as of the Closing Date does not, contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein relating to the School District, in light of the circumstances in which they are made, not misleading;
 - (iv) An opinion, dated the Closing Date, of Fox Rothschild, LLP, Blue Bell, Pennsylvania, Solicitor to the School District (or, if applicable, any successor solicitor), addressed to the School District, Bond Counsel, and the Underwriter, in form and substance satisfactory to the Underwriter, stating, among other things, that, in reliance upon the Certificate of an officer of the School District, (i) this Proposal and the Addendum have been duly authorized, executed and delivered by the School District; (ii) the Preliminary Official Statement and the Official Statement have been duly authorized and delivered by the School District; and (iii) to the best of their knowledge, the information relating to the School District contained in the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing

Date is true and correct in all material respects and the Preliminary Official Statement as of its date and the Official Statement as of its date did not, and as of the Closing Date does not, contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading, provided that no opinion is expressed as to the statistical and financial data or continuing disclosure representations of the School District contained in the Preliminary Official Statement and the Official Statement;

- (v) An opinion, dated the Closing Date, of Fox Rothschild, LLP, Blue Bell, Pennsylvania (“Bond Counsel”), as bond counsel, in form and substance satisfactory to the Underwriter, *inter alia*, stating that under federal tax law, interest on the Bonds, for such series as applicable, is not includible in gross income of the holders thereof for federal income tax purposes (form of which shall be included as an appendix to the Official Statement);
- (vi) A supplemental opinion of Bond Counsel dated the Closing Date, addressed to the Underwriter and the School District, to the effect that: (i) the statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION,” “PURPOSE OF THE ISSUE,” “THE BONDS,” “REDEMPTION OF BONDS,” “SECURITY OF THE BONDS,” and “DEFAULTS AND REMEDIES,” in so far as such statements summarize certain provisions of the Bonds and the Resolution, accurately summarize the provisions purported to be summarized therein in all material respects; (ii) the statements in the Preliminary Official Statement and the Official Statement under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” and the statements related thereto on the cover page of the Preliminary Official Statement and the Official Statement accurately reflect our opinion with respect to the matters discussed therein and (iii) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;
- (vii) Written evidence from Moody’s Investor Service (“Moody’s”) assigning the Bonds an underlying rating satisfactory to the Underwriter;
- (viii) A copy of the Bond Insurance Policy, if applicable, as specified in the Addendum, together with written evidence of receipt of the insured rating on the Bonds as specified in the Addendum;
- (ix) An opinion dated the Closing Date addressed to the School District, Bond Counsel and the Underwriter from counsel to the Insurer, if applicable, in form and substance satisfactory to the Underwriter and Bond Counsel;

- (x) If a Bond Insurance Policy is utilized, a certificate of an authorized officer of the Insurer in form and substance satisfactory to the Underwriter and Bond Counsel;
- (xi) A certificate or certificates of the Paying Agent with respect to the incumbency and signatures of the officers of the Paying Agent authenticating the Bonds and executing any agreements relating to the Bonds;
- (xii) The Continuing Disclosure Agreement or Certificate in form and substance satisfactory to the Underwriter;
- (xiii) Written evidence satisfactory to the Underwriter that the Department has approved the issuance of the Bonds and the School District's incurrence of the related nonelectoral indebtedness in an amount not less than the aggregate principal amount of the Bonds in accordance with the Act, together with copies of the related proceedings filed by the School District with said Department under the Act;
- (xiv) A copy of the fully executed Addendum;
- (xv) An opinion, dated the Closing Date, of counsel to the Underwriter, if applicable, in form and substance satisfactory to the Underwriter; and
- (xvi) Such additional bond documents, and such additional legal opinions, certificates, instruments and other documents as the Underwriter may request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the School District's representations and warranties 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 Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the School District.

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

7. Termination

If the School District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Proposal and the Addendum, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Proposal or the Addendum, this Proposal and the Addendum shall terminate and neither the Underwriter nor the School District shall be under any further obligation hereunder, except that the respective obligations of the School District and the Underwriter set forth in Section 8 hereof shall continue in full force and effect.

The Underwriter may terminate this Proposal by notification to the School District if at any time at or prior to the Closing: (i) legislation having an effective date or dates at or prior to the Closing Date shall be enacted by the Congress of the United States or adopted by either House thereof or a decision by a Court of the United States or the United States Tax Court shall be 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 shall be made with respect to federal taxation upon interest received on bonds or notes of the general character of the Bonds or which would have the effect of changing directly or indirectly the federal income tax consequences of interest on Bonds of the general character of the Bonds in the hands of the owners thereof, and which in the reasonable judgment of the Underwriter materially and adversely affects the marketability of the Bonds; or (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any governmental agency having jurisdiction shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended or other securities laws; or (iii) there shall have occurred any other Change in Law (as defined herein); or (iv) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crises, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; the effect of which on the financial markets in the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds; or (v) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or (vi) a general banking moratorium shall have been declared by federal, New York or Pennsylvania authorities having jurisdiction and be in force; or (vii) an adverse event described in Section 3(b)(ii) hereof occurs which requires or has required a supplement or amendment to the Official Statement and which, in the reasonable judgment of the Underwriter, even if the Official Statement were so supplemented, would materially and adversely affect the marketability of the Bonds; or (viii) the Underwriter has not received, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Underwriter, evidence that the School District (a) has entered into the Continuing Disclosure Certificate, and (b) is in compliance with any existing disclosure agreements.

8. Expenses

The Underwriter shall be under no obligation to pay any expenses incident to the performance of the School District's obligations hereunder, including, but not limited to the cost of preparation, printing and delivery of a sufficient number of copies of the Preliminary Official Statement, the Official Statement and copies of any supplement or amendments to the Official Statement, the cost of preparation and printing of the Bonds, the fees and disbursements of Bond Counsel, the fees and disbursements of Solicitor, the fees and disbursements of the Paying Agent, the cost of assignment of CUSIP, and any engineers, accountants, financial advisors and other experts, consultants or advisers retained by the School District, if any; and the fees, if any, for bond ratings.

9. Blue Sky

The Underwriter shall, in its sole discretion, determine the jurisdictions in which the Bonds shall be offered and sold. The Underwriter shall use its best efforts to qualify the Bonds for offer, sale and delivery under the securities or blue sky laws of each jurisdiction to the extent required. The School District shall cooperate with the Underwriter in its efforts to qualify the Bonds for such offer, sale and delivery under the securities or blue sky laws of such jurisdictions as the Underwriter may require, but shall not be required to pay any related fees or expenses or to consent to service of process in any jurisdiction.

10. Notices

Any notice or other communication to be given to the School District under this Proposal may be given by delivering the same in writing to the School District at 857 South Lewis Road, Royersford, PA 19468-2732 Attention: Business Administrator, and any notice or other communication to be given to the Underwriter under this Proposal may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 20 Ash Street, 3rd Floor, Conshohocken, Pennsylvania 19428 Attention: Public Finance Department.

11. Parties in Interest

This Proposal, including the Addendum, as heretofore specified shall constitute the entire agreement between the School District and the Underwriter and is made solely for the benefit of the School District and the Underwriter (including successors or assigns of any Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

12. Effectiveness

This Proposal shall become effective upon the acceptance hereof by the School District and shall be valid and enforceable at the time of such acceptance.

All of the School District's representations, warranties and agreements contained in this Proposal shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant

to this Proposal and the Addendum; and (iii) any termination of this Proposal and the Addendum.

13. Choice of Law

This Proposal shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. Business Day

For purposes of this Proposal, “business day” means any day on which commercial banks in Philadelphia, Pennsylvania, are not required or authorized to be closed, and the New York Stock Exchange is not closed.

15. Change in Law

For purposes of this Proposal, “Change in Law” means any event between the date of this Proposal and the Closing Date which occurs as a result of the passage, promulgation, issuance or rendering of any legislation, regulation, ruling, order, release, court decision or judgment or other action by a governmental body, regulatory agency or court of competent jurisdiction the effect of which is any of the following:

- (a) Bond Counsel is or will be unable to deliver to the Underwriter at Closing an approving opinion of bond counsel with the content required by this Proposal;
- (b) The School District does not have the power to levy an annual ad valorem tax on all taxable property located within the School District as presently authorized under Pennsylvania law for the purpose of paying the principal of and interest on the Bonds;
- (c) The offering or sale of the Bonds is subject to registration under Pennsylvania or Federal securities laws, or the Bonds or any document executed in connection therewith is subject to registration or qualification under Pennsylvania or Federal securities laws; or
- (d) In the reasonable judgment of the Underwriter, the offering or sale of the Bonds would be or would result in a violation of applicable Pennsylvania or Federal securities laws.

16. Anti-Boycott of Israel

The Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Proposal will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that “boycott” means refusing to deal with, terminating business activities with,

or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

17. Section Headings

Section and paragraph headings have been inserted in this Proposal as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Proposal and will not be used in the interpretation of any provisions of this Proposal.


18. Counterparts

This Proposal may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for all purposes and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The School District may approve this Proposal by delivering to the Underwriter by the time and date herein provided a signed counterpart of this Proposal.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**


By: _____
Edward Murray, Managing Director

Duly accepted by appropriate action of the Board of School Directors of Spring-Ford Area School District and agreed to this 23rd day of October, 2023.

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

By: _____
President, Board of School Directors

ATTEST:

BY: _____
Secretary

SCHEDULE I

TO
 BOND PURCHASE PROPOSAL

Spring-Ford Area School District
 Montgomery and Chester Counties, Pennsylvania
 General Obligation Bonds, Series A of 2023

Maximum Annual Principal Payment Schedule*

Maximum Principal Amount \$14,000,000

| School District Fiscal Year (ending June 30) | Maximum Annual Interest Rate (%) | Maximum Annual Principal Amount (\$) |
|---------------------------------------------------------|---------------------------------------------|-------------------------------------------------|
| 2024 | 6.00 | 20,000 |
| 2025 | 6.00 | 20,000 |
| 2026 | 6.00 | 830,000 |
| 2027 | 6.00 | 875,000 |
| 2028 | 6.00 | 930,000 |
| 2029 | 6.00 | 985,000 |
| 2030 | 6.00 | 1,045,000 |
| 2031 | 6.00 | 1,105,000 |
| 2032 | 6.00 | 1,175,000 |
| 2033 | 6.00 | 1,245,000 |
| 2034 | 6.00 | 1,320,000 |
| 2035 | 6.00 | 1,400,000 |
| 2036 | 6.00 | 1,480,000 |
| 2037 | 6.00 | 1,570,000 |

* Includes principal maturities and mandatory sinking fund redemptions.

APPENDIX A

**\$ _____ AGGREGATE PRINCIPAL AMOUNT
SPRING-FORD AREA SCHOOL DISTRICT
(Montgomery and Chester Counties, Pennsylvania)
GENERAL OBLIGATION BONDS, Series A of 2023**

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Stifel, Nicolaus & Company, Incorporated, (the “Purchaser”), the purchaser of the above-captioned obligations (the “Bonds”) pursuant to a Bond Purchase Proposal dated October 23, 2023, as amended by an Addendum to Bond Purchase Proposal dated _____, 2023 (collectively, the “Agreement”), between the Underwriter and Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the “Issuer”), hereby certifies to the Issuer and to Fox Rothschild, LLP, Blue Bell, Pennsylvania (“Bond Counsel”) as set forth below with respect to the sale and issuance of the Bonds.

1. ***Sale of the General Rule Maturities.*** On the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Agreement, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Purchasers have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds having the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2023.

(g) *Underwriter* means (i) 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 (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of any Internal Revenue Service Form 8038 (including Forms 8038-G, 8038-GC and 8038-T), and other federal income tax advice that it may provide to the Issuer from time to time relating to the Bonds.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, We have executed this Certificate as duly authorized officers on behalf of the Underwriter on this date, _____, 2023.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____

Name: Edward Murray

By: _____

Name: Craig Burdulis

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

GENERAL RULE MATURITIES

| Maturity Date | Principal Amount | Rate | Yield | Issue Price |
|---------------|------------------|------|-------|-------------|
| | \$ | % | % | |

HOLD-THE-OFFERING-PRICE MATURITIES

| Maturity Date | Principal Amount | Rate | Yield | Issue Price |
|---------------|------------------|------|-------|-------------|
| | \$ | % | % | |

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

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 October 23, 2023, said Resolution has been duly recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

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

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

| <u>Name</u> | <u>Vote</u> |
|---------------------|-------------|
| Erica Hermans | |
| Dr. Margaret Wright | |
| Gabrielle Deardorff | |
| Wendy Earle | |
| Clinton L. Jackson | |
| Dr. Jennifer Motzer | |
| David Shafer | |
| Karen Weingarten | |
| Colleen Zasowski | |

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District this ___ day of October 2023.

(SEAL)

SPRING-FORD AREA SCHOOL DISTRICT

BY: _____
Laurie J. Bickert
Secretary of the Board of School Directors

RESOLUTION 2023-06

**SPRING-FORD AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS**

WHEREAS, Spring-Ford Area School District has determined to undertake certain capital projects, including, without limitation, (1) the planning, designing, constructing, equipping, furnishing, and financing of renovations to Spring City Elementary School and (2) the planning, designing, constructing, equipping, furnishing and financing of capital improvements to other school facilities within the School District, and (collectively, the “Project”); and

WHEREAS, the United States Department of the Treasury, acting by and through the Internal Revenue Service, on June 18, 1993, promulgated regulations in the Federal Register, Vol. 58, No. 11, Section 1.150-2 (the “Reimbursement Regulations”), which are applicable to the Project; and

WHEREAS, the Reimbursement Regulations require this School District to adopt an “official intent” to reimburse itself from tax-exempt proceeds for certain capital expenditures made and to be made by this School District in connection with the Project; and

WHEREAS, this School District desires to declare its official intent with respect to certain capital expenditures and reimbursement thereof to be made in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. This School District may, from time to time, apply money from its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or from any capital reserve fund, for the purpose of paying certain expenditures relating to the Project.

2. This School District declares its intention to reimburse its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or any capital reserve fund from proceeds of a borrowing by this School District, through the incurrence of tax-exempt debt, for such amounts paid for expenditures allocable to the Project from and after the date which is sixty (60) days prior to the date of this Resolution.

3. The School District hereby declares its intent that the issuance of debt by the School District be in an amount reasonably expected not to exceed Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) in principal amount for the Project.

4. The School District hereby declares its intent that the issuance of debt occur not later than 18 months (or such longer period permitted by the Code or Treasury Regulations) after the latest of: (i) the date on which the earliest expenditure subject to Treas. Reg. § 1.150-2 is paid; (ii) the date on which the property is placed in service or abandoned, but in no event more than three years after the earliest expenditure is paid; or (iii) the date otherwise permitted by the Code or Treasury Regulations promulgated thereunder.

5. The Board Secretary of this School District is hereby directed to enter this Resolution upon the minutes of this School District and to make it available for general public inspection at the Administration Offices during normal business hours of this School District.

[remainder of page intentionally left blank, signatures on following page]

DULY ADOPTED, by the Board of School Directors of the Spring-Ford Area School District, this _____ day of _____, 2023.

Attest: _____
Laurie J. Bickert
Board Secretary

By: _____
Dr. Margaret D. Wright
Board Vice President